

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,  
acting through the United  
States Department of  
Agriculture

Plaintiff

v.

JAIME ALBERTO ORTIZ PAGAN a/k/a  
JUAN ALBERTO ORTIZ PAGAN a/k/a  
JUAN A. ORTIZ PAGAN, JAIME LUIS  
ORTIZ PAGAN a/k/a JAIME L. ORTIZ  
PAGAN, as known members of the  
Estate of JAIME LUIS ORTIZ  
LAGARES a/k/a JAIME ORTIZ  
LAGARES; JOHN DOE and RICHARD  
ROE as unknown members of the  
Estate above-mentioned; UNITED  
STATES OF AMERICA

Defendants

CIVIL NO.

Foreclosure of Mortgage

**COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
2. Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized

and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of two (2) promissory notes that affect the two (2) properties described further below.

3. The first promissory note was subscribed for the amount of \$178,800.00, with annual interest of 3.75%, on February 19, 1997. *See Exhibit 1.*
4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 20. *See Exhibit 2.*
5. On February 20, 2003, the note for \$178,800.00 was modified, to the amount of \$177,300.27, under the terms and conditions stipulated and agreed therein, through Deed No. 23, which was registered at property #7,326. *See Exhibit 3.*
6. The same date, note for \$178,800.00 was modified, to the amount of \$251,848.08, under the terms and conditions stipulated and agreed therein, through Deed No. 24, which was registered at property #7,327. *See Exhibit 4.*
7. Plaintiff is also the owner and holder of a promissory note for the amount of \$300,000.00, with annual interest of 3.75%, subscribed on September 9, 1999. *See Exhibit 5.*
8. For the purpose of securing the payment of said promissory

note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 91. See *Exhibit 6*.

9. According to the Property Registry, JAIME LUIS ORTIZ LAGARES is the owner of record of the real estate properties subject of this case. Said properties are described -as they were recorded in Spanish- as follows:

- a. RUSTICA: Predio de terreno radicado en el Barrio Collores del término municipal de Juana Díaz, con una cabida superficial de seis mil setecientos once metros cuadrados con noventa y cinco centímetros (6,711.95 m/c) equivalentes a una cuerda con siete mil setenta y siete diez milésimas de otra (1.7077 cdas.). En lindes por el NORTE, en cuarenta y dos metros cincuenta y tres centímetros con la carretera Estatal número Quinientos Doce que conduce del Barrio Collores a la Carretera Estatal Central número Catorce; por el SUR, en dos medidas lineales que totalizan cincuenta y un metros cincuenta centímetros y colinda con la faja verde destinada a uso público, siendo dichas medidas lineales respectivamente de treinta y dos metros; diez y nueve metros cincuenta centímetros; por el ESTE, en ciento ocho metros sesenta y tres centímetros colinda con la parcela descrita con la letra "B" en el plano de inscripción; por el OESTE, en una alineación de cincuenta y nueve metros cinco centímetros en lindes con la faja de terreno descrita en el plano de inscripción con la letra "E" la cual se destinará a uso público y por el costado Noroeste en sesenta y cuatro metros sesenta y dos centímetros colinda con terrenos de Ramón Antonio Degró.

Property 7,326, recorded at page 110 of volume 205 of Juana Díaz, Property Registry of Ponce, Puerto Rico, Section I.

*See Title Search attached as Exhibit 7.*

b. RUSTICA: Parcela radicada en el Barrio Collores, del término municipal de Juana Díaz, con una cabida superficial de cuatro mil quinientos sesenta y seis metros cuadrados, con sesenta y siete centímetros de otro (4,566.67 m/c) equivalentes a una cuerda con mil seiscientos diez y nueve diez milésimas de otra, lindando por el NORTE, en dos alineaciones irregulares de treinta y siete metros, quince centímetros y cinco metros treinta y ocho centímetros; ambas con la carretera estatal número Quinientos Doce; por el SUR, en dos alineaciones irregulares de veintiún metros noventa centímetros y veintiún metros, ambas con parcela destinada a uso público; por el ESTE, en ciento tres metros ochenta y cinco centímetros con la parcela descrita con la letra "C" en el plano de inscripción; y por el OESTE, en ciento ocho metros, sesenta y tres centímetros con la parcela descrita con el número uno precedente.

Property 7,327, recorded at page 116 of volume 205 of Juana Díaz, Property Registry of Ponce, Puerto Rico, Section I.

*See Title Search attached as Exhibit 8.*

10. The title searches attached to this complaint confirm the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. *See Exhibit 7 and 8.*
11. JAIME LUIS ORTIZ LAGARES a/k/a JAIME ORTIZ LAGARES passed away on September 21, 2011. *Exhibit 9.*
12. By information and belief, the known members of the Estate mentioned before are the following individuals:

(a) JAIME ALBERTO ORTIZ PAGAN a/k/a JUAN ALBERTO ORTIZ PAGAN a/k/a JUAN A. ORTIZ PAGAN, and;



(b) JAIME LUIS ORTIZ PAGAN a/k/a JAIME L. ORTIZ PAGAN.

13. JOHN DOE and RICHARD ROE are included as possible unknown heirs to the Estates mentioned before.
14. According to *P.R. Laws Ann.*, Article 959, (Sec. 2787), defendants have 30 days to either accept or reject their participation in the Estate(s) to which they lawfully belong. If no answer is received within said period, their participation shall be deemed as accepted.
15. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
16. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party owes to the plaintiff, according to the Certification of Indebtedness included herein as *Exhibit 10*, the following amounts, as to July 8, 2020:

a) On the \$178,800.00 Note, as modified:

- 1) The sum of \$175,800.09, of principal;

2) The sum of \$113,866.70, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$18.0617;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

b) On the \$300,000 Note:

1) The sum of \$251,848.08, of principal;

2) The sum of \$164,123.87, of interest accrued, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$25.8748;

3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

17. Plaintiff is unable to provide a "Status Report pursuant to Servicemembers Civil Relief Act" for the defnedant party since we could not found their social security numbers.

18. The real estate properties mentioned before are subject to the following liens in the rank indicated:

(A) Property 7,326:

1) Recorded liens with preference or priority over mortgage herein included:

a. MORTGAGE: Constituted by Jaime Luis Ortiz Lagares, in favor of Lorenzo Anadón Pontón and his wife Isabel Ramírez, (postponed payment) in the original principal amount of \$12,000.00 responding by \$7,300.00, with 8% annual interests, due on 5 years, constituted by deed #30, executed in Ponce, Puerto Rico, on May 11, 1976, before Notary Public Antonio Zapater Cajigas, recorded at page 111 of volume 205 of Juana Díaz, property number 7,326, 2nd inscription.

2) Junior Liens with inferior rank or priority over mortgage herein included:

a. MORTGAGE: Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of Banco Desarrollo Económico para Puerto Rico, in the original principal amount of \$300,000.00, responding by \$125,000.00, with 10.25% annual interests, due on presentation, constituted by deed #144, executed in San Juan, Puerto Rico, on August 19, 1996, before Notary Public José Alberto Moure; clarified by deed #159, executed in San Juan, Puerto Rico, on October 23, 1996, before same Notary Public, recorded at page 111 of volume 434 of Juana Díaz, property number 7,326, 10th inscription.

b. LAWSUIT ANNOTATION: Executed in the First Instance Court of Ponce, civil case #JCD2002-0668, on May 30, 2002, for reason of Collection of Money and Foreclosure by Banco Desarrollo Económico para Puerto Rico, plaintiff, versus Jaime Ortiz Lagares, defendant, by the amount of \$275,227.09, plus interests, recorded at overleaf of page 112 of volume 434 of Juana Díaz, property number 7,326, annotation A dated May 24, 2010.

c. FEDERAL TAX LIEN: Recorded at book number 8, page 15, entry 4, notification number 641047910, against Jaime

L. Ortiz Lagares, Social Security number 66-0301642,  
in the amount of \$5,246.84, dated April 20, 2010.

(B) Property 7,327:

1) Recorded liens with preference or priority over mortgage  
herein included:

a. MORTGAGE: Constituted by Jaime Luis Ortiz Lagares,  
in favor of Lorenzo Anadón Pontón and his wife Isabel  
Ramírez, (postponed payment) in the original  
principal amount of \$12,000.00 responding by  
\$4,700.00, with 8% annual interests, due on 5 years,  
constituted by deed #30, executed in Ponce, Puerto  
Rico, on May 11, 1976, before Notary Public Antonio  
Zapater Cajigas, recorded at page 111 of volume 205  
of Juana Díaz, property number 7,327, 2nd  
inscription.

2) Junior Liens with inferior rank or priority over  
mortgage herein included:

a. MORTGAGE: Constituted by Jaime Luis Ortiz Lagares,  
over this property and other, in favor of Banco  
Desarrollo Económico para Puerto Rico, in the  
original principal amount of \$300,000.00, responding  
by \$175,000.00, with 10.25% annual interests, due on  
presentation, constituted by deed #144, executed in  
San Juan, Puerto Rico, on August 19, 1996, before  
Notary Public José Alberto Moure; clarified by deed  
#159, executed in San Juan, Puerto Rico, on October  
23, 1996, before same Notary Public, recorded at page  
116 of volume 434 of Juana Díaz, property number  
7,327, 9th inscription.

b. LAWSUIT ANNOTATION: Executed in the First Instance  
Court of Ponce, civil case #JCD2002-0668, on May 30,  
2002, for reason of Collection of Money and  
Foreclosure by Banco Desarrollo Económico para PR,  
plaintiff, versus Jaime Ortiz Lagares, defendant, by  
the amount of \$275,227.09, plus interests, recorded  
at overleaf of page 112 of volume 434 of Juana Díaz,  
property number 7,327, annotation A dated May 24,  
2010.

- c. FEDERAL TAX LIEN: Recorded at book number 8, page 15, entry 4, notification number 641047910, against Jaime L. Ortiz Lagares, Social Security number 66-0301642, in the amount of \$5,246.84, dated April 20, 2010.

19. The United States of America is included as a party of interest in this action because several Federal Tax Liens affect the properties mentioned before. *See Exhibits 7 and 8.*

#### VERIFICATION

I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as Director LRTF for the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:

- 1) My name and personal circumstances are stated above;
- 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligation subject of this foreclosure, or bought the property subject to said mortgage;
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants

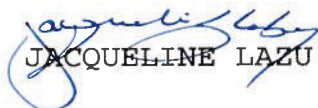
have not been declared incompetent by a court of justice with authority to make such a declaration;

6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;

7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this 28 day of December, 2020.

  
JACQUELINE LAZU LABOY

PRAYER

WHEREFORE, the plaintiff demands judgment as follows:

a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;

b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;

c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;

d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 16 of this prayer, said defendant be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the properties of said defendants;

e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;

f) That once the property is auctioned and sold, the Clerk of this Court issue a writ addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

g) For such further relief as in accordance with law and equity may be proper.

In Guaynabo, Puerto Rico, on December 28, 2020.

/s/ Juan Carlos Fortuño Fas  
JUAN CARLOS FORTUÑO FAS  
USDCPR 211913

FORTUÑO & FORTUÑO FAS, C.S.P.  
P.O. BOX 3908  
GUAYNABO, PR 00970  
TEL. 787-751-5290  
FAX. 787-751-6155  
Email: dcfilings@fortuno-law.com



USDA-FmHA  
Form FmHA 1940-17  
(Rev. 4-92)

# PROMISSORY NOTE

Name <b>JAIME LUIS ORTIZ LAGARES</b>		<b>KIND OF LOAN</b> Type: <u>EM</u> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Limited Resource  Pursuant to: <input type="checkbox"/> Consolidated Farm & Rural Development Act <input checked="" type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>PUERTO RICO</b>	County <b>PONCE</b>	
Case No. <b>63-33-</b>	Date <b>February 19, 1997</b>	<b>ACTION REQUIRING NOTE</b> <input checked="" type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Fund Code <b>43</b>	Loan No. <b>67</b>	

FOR VALUE RECEIVED, the undersigned Borrower and any cosigners jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, (herein called the "Government"), or its assigns, at its office in PONCE, PUERTO RICO

\_\_\_\_\_, or at such other place as the Government may later designate in writing, the principal sum of ONE HUNDRED SEVENTY EIGHT THOUSANDS EIGHT HUNDRED dollars (\$ 178,800.00), plus interest on the unpaid principal balance at the RATE of THREE AND THREE QUARTERS percent (3.7500%) per annum and \_\_\_\_\_ dollars (\$ \_\_\_\_\_)

of Noncapitalized interest. If this note is for a Limited Resource loan (indicated in the "Kind of Loan" box above) the Government may CHANGE THE RATE OF INTEREST, in accordance with regulations of the Farmers Home Administration, not more often than quarterly, by giving the Borrower thirty (30) days prior written notice by mail to the Borrower's last known address. The new interest rate shall not exceed the highest rate established in regulations of the Farmers Home Administration for the type of loan indicated above.

Principal and interest shall be paid in 14 installments as indicated below, except as modified by a different rate of interest, on or before the following dates:

\$ <u>17,630.00</u>	on <u>1/1/98</u>	;	\$ <u>17,630.00</u>	on <u>1/1/99</u>	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;
\$ _____	on _____	;	\$ _____	on _____	;

and \$ 17,630.00 thereafter on 1/1 of each years until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 13 years from the date of this note, and except that prepayments may be made as provided below. The consideration for this note shall also support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan funds shall be advanced to the Borrower as requested by Borrower and approved by the Government. Approval by the Government will be given provided the advance is requested for a purpose authorized by the Government. Interest shall accrue on the amount of each advance from its actual date as shown in the Record of Advances at the end of this note. Borrower authorizes the Government to enter the amount(s) and date(s) of such advance(s) in the Record of Advances.

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.



*Jaime Luis Ortiz Lagares*  
 JAIME LUIS ORTIZ LAGARES

(Borrower)

HC-03 Box 17358

Juana Díaz, P. R. 00795

**RECORD OF ADVANCES**

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$	

## ANEJO PAGARE

El importe de este pagare y la hipoteca que lo garantiza, ha sido ampliada y reamortizada al veinte (20) de febrero del dos mil tres (2003), dio un saldo deudor montante a CIENTO CINCUENTA Y CINCO MIL DOSCIENTOS OCHENTA Y SIETE DOLARES CON DOCE CENTAVOS (\$155,287.12) de principal y VEINTIDOS MIL TRECE DOLARES CON QUINCE CENTAVOS (\$22,013.15) de intereses para un nuevo principal de CIENTO SETENTA Y SEIS MIL TRESCIENTOS DOLARES CON VEINTISIEVE CENTAVOS (\$177,300.27) el cual devengará intereses a razón del tres punto setenta y cinco por ciento (3.75%) anual.

Por habersele dado un diferimiento de un año habra de ser pagada de la siguiente forma:

\$472.00 en 01-01-04

\$472.00 en 01-01-05

\$472.00 en 01-01-06

\$472.00 en 01-01-07

\$472.00 en 01-01-08

y \$824,637.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencera y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018), con intereses anual de tres punto setenta y cinco por ciento (3.75%), según consta en escritura número de reamortización préstamo hipotecario ante el Notario Efraín Bermúdez Rivera de fecha veinte (20) de febrero del dos mil tres (2003)

En Ponce, Puerto Rico, hoy 19 de febrero del 2003.

**LCDO. EFRAIN BERMUDEZ RIVERA**  
Calle Betances núm. 15, Altos  
Santa Isabel, Puerto Rico 00757  
Tel y Fax: (787) 845-3420

ADDENDUM POR INTERESES DIFERIDOS:

ADDENDUM AL PAGARE FECHADO 19 DE FEBRERO DE 1997 POR LA CANTIDAD ORIGINAL DE \$178,000.00 AL 3.75% DE INTERES ANUAL. ESTE ACUERDO ENMIENDA Y SE ADHIERE AL PAGARE ARRIBA INDICADO. LA SUMA DE \$4,722.15 DE CADA PAGO REGULAR EN EL PAGARE SERA APLICADO AL INTERES QUE SE ACUMULE DURANTE EL PERIODO DE DIFERIMIENTO. EL REMANENTE DE PAGO REGULAR SERA APLICADO DE ACUERDO A LA SEC. 7-CFR, SUB PARTE A DE LA PARTE 1951.

YO (NOSOTROS) ACORDAMOS FIRMAR UN ACUERDO DE PAGO SUPLEMENTARIOS Y HACER PAGOS ADICIONALES SI DURANTE EL PERIODO DE DIFERIMIENTO TENEMOS UN AUMENTO SUBSTANCIAL EN INGRESOS Y HABILIDAD DE PAGO.

20 DE FEBRERO DE 2003

  
JAIME ORTIZ LAGARES

### **SCHEDULE - PROMISSORY NOTE**

The amount of this promissory note and the mortgage that guarantees it, has been extended and re-amortized as of February twenty (20), two thousand three (2003). It gave a balance owed of ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND TWELVE CENTS (\$155,287.12) of principal and TWENTY-TWO THOUSAND THIRTEEN DOLLARS AND FIFTEEN CENTS (\$22,013.15) of interest for a new principal of ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND TWENTY-SEVEN CENTS (\$177,300.27), which shall accrue interest at a rate of three point seventy-five percent (3.75%) per annum. Because an one-year deferment has been granted, the new payment schedule shall be as follows:

\$472.00 on 01-01-04

\$472.00 on 01-01-05

\$472.00 on 01-01-06

\$472.00 on 01-01-07

\$472.00 on 01-01-08

and \$24,637.00 subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%), pursuant to mortgage loan re-amortization deed number<sup>1</sup>, before the Notary Efraín Bermúdez Rivera on February twenty (20), two thousand three (2003).

In Ponce, Puerto Rico, on February 19, 2003.

[Signature]

**EFRAÍN BERMÚDEZ RIVERA**

Calle Betances Núm. 15 Altos

Santa Isabel, Puerto Rico 00757

Tel and Fax: (787) 845-3420

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<sup>1</sup> *Translator's Note: Missing deed number reflects original Spanish-language document.*



**ADDENDUM FOR DEFERRED INTEREST:**

ADDENDUM TO PROMISSORY NOTE DATED FEBRUARY 19, 1997, IN THE ORIGINAL AMOUNT OF \$178,000.00 AT 3.75% ANNUAL INTEREST. THIS AGREEMENT AMENDS AND IS ATTACHED TO THE PROMISSORY NOTE INDICATED ABOVE. THE AMOUNT OF \$4,722.15 FROM EACH REGULAR PAYMENT ON THE PROMISSORY NOTE SHALL BE APPLIED TO THE INTEREST ACCRUED DURING THE DEFERMENT PERIOD. THE REMAINDER OF THE REGULAR PAYMENT SHALL BE APPLIED IN ACCORDANCE WITH SEC. 7-CFR, SUBPART-A, PART 1951.

I (WE) AGREE TO SIGN A SUPPLEMENTARY PAYMENT AGREEMENT AND MAKE ADDITIONAL PAYMENTS, IF WE HAVE A SUBSTANTIAL INCREASE IN OUR INCOME AND ABILITY TO PAY DURING THE DEFERMENT PERIOD.

FEBRUARY 20 OF 2003

[Signature]  
**JAIME ORTIZ LAGARES**

Forma FmHA 1927-1(S) PR  
(Rev. 6-93)

-----NUMERO VEINTE (20)-----  
-----NUMBER TWENTY (20)-----

-----HIPOTECA VOLUNTARIA-----  
-----VOLUNTARY MORTGAGE-----

En Ponce, Puerto Rico, a los diecinueve--- días del mes  
de febrero de mil novecientos noventa y siete (1997).--

-----ANTE MI-----  
-----BEFORE ME-----

-----EFRAIN BERMUDEZ RIVERA,-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en-----  
Attorney and Notary Public for the Island of Puerto Rico, with residence in-----

Santa Isabel, PR y oficina en Santa Isabel,-----  
Santa Isabel, PR and office in Santa Isabel,----- Puerto Rico.

-----COMPARECEN-----  
-----APPEAR-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage denomina-  
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances  
aparecen en dicho párrafo.  
appear from said paragraph.

y fe del conocimiento personal de los comparecientes, así como por sus dichos  
The Notary, attest to the personal knowledge of the appearing parties, as well as to their  
de su edad, estado civil, profesión y vecindad.  
statements which I believe to be true of their age, civil status, profession and residence.

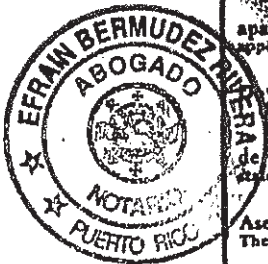
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration  
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this  
miento.  
voluntary mortgage.

-----EXPONEN-----  
-----WITNESSETH:-----

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in-----  
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas,  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----  
denominada de aquí en adelante "los bienes".  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens  
se especifican en el párrafo UNDECIMO.  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado por los Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States-----  
América, actuando por conducto de la Administración de Hogares de Agricultores,  
of America, acting through the Farmers Home Administration-----  
res, denominado de aquí en adelante el "acreedor hipotecario", en relación con  
hereinafter called the "mortgage" in connection with-----



Notificado hoy por los fundamentos in-  
cluidos en la notificación legalizada bajo  
el número 331  
Ponce, P. R. a 20 de marzo de 1997  
Suspendido el término el 4/7/97

Notificado hoy por los fundamentos in-  
cluidos en la notificación legalizada bajo  
el número 331  
Ponce, P. R. a 20 de marzo de 1997  
Suspendido el término el 4/7/97



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn,-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal-----

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee,-----

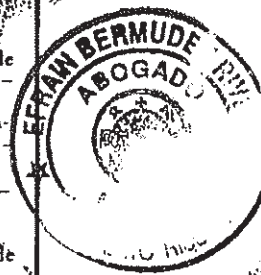
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-  
-----

que será designada como "cargo anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



*[Handwritten signature]*

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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagor-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----  
supplementary agreement.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----  
by the mortgagor.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
be held by the mortgagee, or in the event the mortgagee-----

caro ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE.  
amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

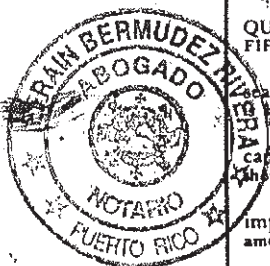
tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
herein to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
 subparagraph (Three) of paragraph NINTH hereof, and to secure the-----

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
 performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
 contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
 hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
 the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
 interests easements, hereditaments and appurtenances thereto belonging,-----

a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
 the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
 income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
 later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
 all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
 the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
 by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
 partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
 therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
 all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad  
 after maturity until paid, have been paid in full,-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
 In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreedor  
 thereon before and after maturity until paid, losses sustained by the-----

deudor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualquier  
 mortgagee as insurer of the note, taxes, insurance premiums, and-----

quiere otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
 other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
 with interest until repaid to the mortgagee, costs, expenses and-----

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renovación  
 attorney's fees of the mortgagee all extensions and renewals of any of-----

de dichas obligaciones con intereses sobre todas y todo otro cargo o suma  
 said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento.  
 amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----  
 SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
 (One) To pay promptly when due any indebtedness-----



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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder,

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

del acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO--  
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE--

por ciento ( 3.75 % )  
per cent ( 3.75 % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance premiums, repairs,

raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgaged property,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario,-----  
until repaid to the mortgagee,-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage,-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare,-----  
determines-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario,-----  
for purposes authorized by mortgagee,-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagee-----

tecario bajo los términos de esta hipoteca,-----  
under the terms of this mortgage,-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobar el acreedor hipotecario,-----  
approved by mortgagee,-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca,  
any building or improvement on the property; not will be cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afectan los bienes o su uso.  
affecting the property or its use.

(Once) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

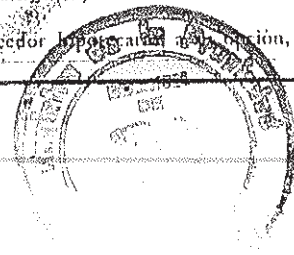
(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagee will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario a su opción,  
mortgagee of such action, and mortgagee at its option



*[Handwritten signature]*



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
 may institute the necessary proceedings in defense of its

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
 interest, and any costs or expenditures incurred by mortgagee by said

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
 proceedings will be charged to the mortgage debt and considered

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
 by this mortgage within the additional credit of the mortgage clause

para adelantos, gastos y otros pagos.  
 for advances, expenditures and other payments.

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect

esta hipoteca, abandonar los bienes o voluntariamente se los entregase al acree-  
 should abandon the property or voluntarily deliver it to mortgagee,

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
 mortgagor is hereby authorized and empowered

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
 to take possession of the property, to rent and administer the same and collect

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
 the rents, benefits, and income from the same and apply them first to the

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
 costs of collection and administration and secondly to the payment of the debt evidenced

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
 by the note or any indebtedness to mortgagee hereby guaranteed,

en el orden y manera que el acreedor hipotecario determinare.  
 in what ever order and manner mortgagee may determine.

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
 (Fifteen) At any time that mortgagee determines that mortgagor

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
 may be able to obtain a loan from a credit association for production

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
 a Federal Bank or other responsible source, cooperative or private, at a

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
 rate of interest and reasonable periods of time and purposes,

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
 mortgagor, at mortgagee's request will apply for and accept

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones de  
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to

sarias en la agencia cooperativa en relación con dicho préstamo.  
 purchase any necessary shares of stock in the cooperative agency in regard to said loan.

(Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
 (Sixteen) Should default occur in the performance or discharge of any obligation secured

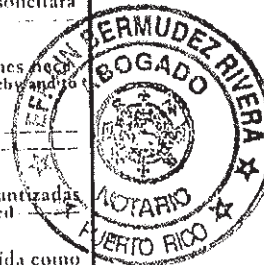
por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
 by this mortgage, or should mortgagor, or any one of the persons herein called

deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere  
 mortgagor, default in the payment of any amounts or violate or fail to comply

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
 with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
 or in any supplementary agreement, or die or be declared an

incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre-  
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

trarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

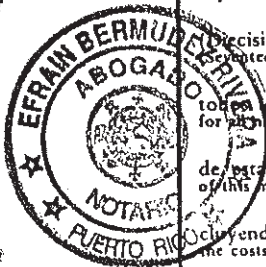
sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (Two)-----



*R*



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over-----

dichos bienes.-----  
said property.-----

(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca,  
(Nineteen) All right, title and interest in or to this mortgage,-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases,-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordinations, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-----  
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor,-----

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.-----  
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall-----

remitido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law,-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given,-----

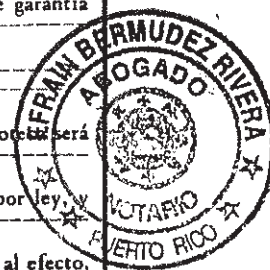
en el caso del acreedor hipotecario a Administración de Hogares de Agricultores,  
in the case of mortgagee to Farmers Home Administration,-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario, a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.-----  
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.  
mortgage, and if any amount then remains, will pay such amount to mortgagor.

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount

de CIENTO SETENTA Y OCHO MIL OCHOCIENTOS (\$178,800.00)  
of ONE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED

DOLARES.  
(\$178,800.00) DOLLARS.

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations

inconsistentes con los términos de esta hipoteca, así como también sujeta a  
inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.  
insuring of the loan hereinbefore mentioned.

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:  
NINTH: The amounts guaranteed by this mortgage are as follows:

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cedere esta hipoteca sin asegurar el pagaré: CIENTO SETENTA Y  
should assign this mortgage without insurance of the note, ONE HUNDRED SEVENTY

OCHO MIL OCHOCIENTOS (\$178,800.00)

DOLARES (\$ 178,800.00)

EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$ 178,800.00)

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated thereat at the rate of

THREE PUNTO SETENTA Y CINCO por ciento (3.75) anual;  
THREE POINT SEVENTY FIVE per cent (3.75) per annum;



Dos. En todo tiempo cuándo el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) CIENTO SETENTA Y OCHO MIL OCHOCIENTOS-----  
(A) ONE HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED-----  
----- DOLARES (\$ 178,800.00--  
----- DOLLARS (\$ 178,800.00--

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO,  
specified in the note, with interest as stated in paragraph SIXTH,-----

Tercero:-----  
Three:-----

(B) DOSCIENTOS SESENTA Y OCHO MIL DOSCIENTOS-----  
(B) TWO HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED-----  
----- DOLARES (\$ 268,200.00)  
----- DOLLARS (\$ 268,200.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.  
sustain under its insurance of payment of the note;-----

Tres. En cualquier caso y en todo tiempo;-----  
Three. In any event and at all times whatsoever:-----

(A) SETENTA Y UN MIL QUINIENTOS VEINTE DOLARES-----  
(A) SEVENTY ONE THOUSAND FIVE HUNDRED AND TWO DOLLARS-----  
(\$ 71,520.00-----) para intereses después de mora:-----  
(\$ 71,520.00-----) for default interest;-----

(B) TREINTA Y CINCO MIL SETECIENTOS SESENTA DOLARES-----  
(B) THIRTY FIVE THOUSAND SEVEN HUNDRED AND SIXTY DOLLARS-----  
(\$ 35,760.00-----) para contribuciones, seguro y otros adelantos para la con-  
(\$ 35,760.00-----) for taxes, insurance and other advances for the preservation

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----  
SIXTH, Three:-----

(C) DIECISIETE MIL OCHOCIENTOS DOLARES-----  
(C) SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS-----  
(\$ 17,800.00-----) para costas, gastos y honorarios de abogado en caso  
(\$ 17,800.00-----) for costs, expenses and attorney's fees in case-----

de ejecución;-----  
of foreclosure:-----

(D) DIECISIETE MIL OCHOCIENTOS DOLARES-----  
(D) SEVENTEEN THOUSAND EIGHT HUNDRED DOLLARS-----  
(\$ 17,800.00-----) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 17,800.00-----) for costs and expenditures incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----  
provided in paragraph (SIXTH, Thirteen,-----



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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----  
of this mortgage is(are) described as follows:-----

"Pagaré otorgado en el caso número SESENTA Y TRES RAYA TREINTA Y--  
"Promissory note executed in case number  
TRES RAYA QUINIENTOS OCHENTA RAYA SETETNA Y DOS RAYA---  
TREINTA CUARENTA Y CUATRO(63-33-----

teclado el día  
dated the

de febrero-----de mil novecientos-----  
day of February-----nineteen hundred and

Noventa y siete (1997)-----  
Ninety seven (1997)-----por la suma de CIENTO SETENTA Y OCHO  
in the amount of  
MIL OCHOCIENTOS (\$178,800.00)-----

dólares de principal más  
of principal plus

intereses sobre el balance del principal adeudado a razón del TRES PUNTO SE---  
Interest over the unpaid balance at the rate of THREE POINT SEVENTY FIVE---  
TENTA Y CINCO-----

{ 3.75 } por ciento anual,  
3.75 percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments,-----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the-----

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due-----

a los TRECE AÑOS (13)-----  
and payable THIRTEEN (13)-----

años de la fecha de este pagaré-----  
years from the date of this promissory note.-----

Este pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
This promissory note is given as evidence of a loan made by the-----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

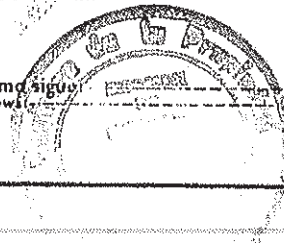
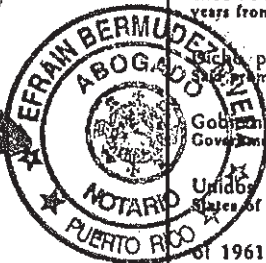
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the-----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE,-----  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which-----

constituye Hipoteca Voluntaria, se describe como sigue-----  
voluntary mortgage is constituted, is described as follows-----



1521.341

---NUMERO UNO: RUSTICA: - Predio de terreno radica-  
do en el Barrio Collores del término municipal de---  
Juana Díaz, con una cabida superficial de SEIS MIL--  
SETECIENTOS ONCE METROS CUADRADOS CON NOVENTA Y---  
CINCO CENTIMETROS (6,711.95 m/c) equivalentes a una  
cuerda con siete mil setenta y siete diez milésimas  
de otra (1.7077 cdas.). En lindes por el Norte en-  
cuarenta y dos metros cincuenta y tres centímetros--  
con la carretera Estatal Número Quinientos Doce que  
conduce del Barrio Collores a la Carretera Estatal-  
Central Número Catorce; por el Sur, en dos medidas--  
lineales que totalizan cincuenta y un metros cincuen-  
ta centímetros y colinda con la faja verde destina-  
da a uso público, siendo dichas medidas lineales---  
respectivamente de treinta y dos metros; diez y---  
nueve metros cincuenta centímetros; por el este,---  
en ciento ocho metros sesenta y tres centímetros---  
colinda con la parcela descrita con la letra "B" en  
el plano de inscripción; por el Oeste, en una aline-  
ación de cincuenta y nueve metros cinco centímetros--  
en lindes con la faja de terreno descrita en el ---  
plano de inscripción con la letra "E" la cual se---  
destinará a uso público y por el costado noroeste--  
en sesenta y cuatro metros sesenta y dos centímetros  
colinda con terrenos de Ramón Antonio Degró.-----

---Inscrita al folio ciento once (111), tomo dos---  
cientos cinco (205) de Juana Díaz, finca Siete mil--  
trescientos veintiseis A (7326A), inscripción octava.

---NUMERO DOS: RUSTICA: - Parcela radicada en el---  
Barrio Collores, del término municipal de Juana Díaz  
con cabida superficial de cuatro mil quinientos---  
sesenta y seis metros cuadrados, con sesenta y siete  
centímetros de otro (4,566.67 m/c) equivalentes a---  
una cuerda con mil seiscientos diez y nueve diez---  
milésimas de otra, lindando por el Norte en dos---  
alineaciones irregulares de treinta y siete metros,--  
quince centímetros y cinco metros treinta y ocho---  
centímetros; ambas con la carretera Estatal Número--  
Quinientos Doce; por el Sur, en dos alineaciones---  
irregulares de veintidós metros noventa centímetros--  
y veintidós metros, ambas con parcela destinada a uso  
público, por el Este, en ciento tres metros ochenta-  
y cinco centímetros con la parcela descrita con la-  
letra "C" en el plano de inscripción y por el Oeste,  
en ciento ocho metros, sesenta y tres centímetros--  
con la parcela descrita con el número uno precedente.

---Inscrita al folio ciento dieciseis (116), tomo---  
doscientos cinco (205) de Juana Díaz, finca-----  
Siete mil trescientos veintisiete B (7327B),-----  
inscripción octava (8va.).-----

---Adquirió el prestatario la descrita finca por---  
compra a Lorenzo Anadón Pontón e Isabel Ramírez-----  
según consta de la Escritura Número Treinta (30)---  
de fecha once de mayo de mil novecientos setenta y--  
seis (1976), otorgada en Ponce, Puerto Rico, ante el  
Notario Antonio Zapater Cajigas.-----



*[Handwritten signature]*



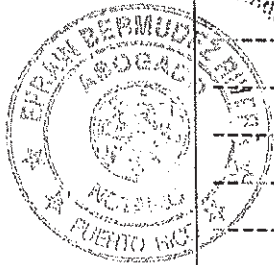


---Dicha propiedad se encuentra afecta a seis-----  
hipotecas.-----

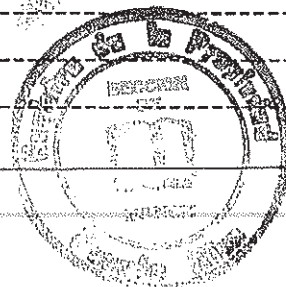
---DUODECIMO: Que comparecen en la presente escri-  
tura como Deudores Hipotecarios JAIME LUIS ORTIZ---  
LAGARES, seguro social -----

----- y -----  
-----, mayor de edad, soltero, propietario-  
y vecino de Juana Díaz; Puerto Rico, cuya dirección  
postal es: HC03 Box Diecisiete mil trescientos-----  
cincuenta y ocho (HC03 Box 17358), Juana Díaz,-----  
Puerto Rico cero cero siete noventa y cinco-----  
(00795).-----

---DECIMO TERCERO: El importe del préstamo aquí---  
consignado se usó ó será usado -----



*[Handwritten signature]*



Forma FmHA 427-1(S) PR  
(Rev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical

físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construida, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinafore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assigns or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assigns, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores),  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el presente o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleven and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

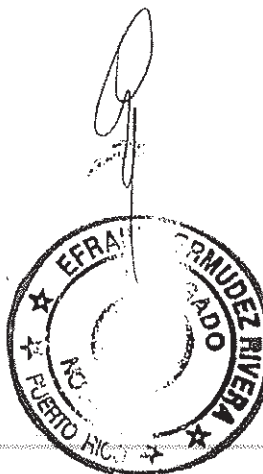
a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31

L.P.R.A. 1851)  
L.P.R.A. 1851)

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual  
SEVENTEENTH: Mortgagee and mortgagor agree that any

quiere estufa, horno, calentador comprado o financiado total o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerará e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse. éste lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construída previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulguen de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos de  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)

---Se hace constar que donde dice FARMERS HOME ---

ADMINISTRATION (Administración de Hogares de Agricultores  
debe decir FARM SERVICE AGENCY (Agencia de Servicios a  
Agricultores) que es su nombre actual.





Forma FmHA 427-1(S) PR  
(Rev. 10-82)

-----ACEPTACION-----  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

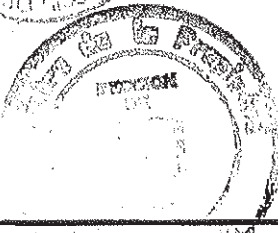
---FIRMADO: JAIME LUIS ORTIZ LAGARES.-----

Firmado, signado, sellado y rubricado: ERRAIN BERMUDEZ

VERA. ( Hay Cancelados los sellos de Rentas Internas  
correspondientes y el sello del Colegio de Abogados y escritas  
s iniciales de los comparecientes en la ley.)

Concuerda bien y se le hace constar que bajo  
el número radicado de los instrumentos  
públicos de esta Notaría. Y en fe  
de ello y para constancia, he firmado la  
presente minuta en la fecha y rubrico en  
la presente minuta. Ponce  
día de su otorgamiento.

ABOGADO - NOTARIO



Inscrito en:

fincas numeras: 7326 y 7327 - finca Del

Folio móvil

inscripciones: 9<sup>ra</sup> y 8<sup>a</sup> respectivamente

Cargos: Afectos ambas fincas a dos secundumbus a  
foras de la A. F. F., secundumbus a forar del Estado  
Liberacion de P. R.; hipoteca a forar de Lorenzo  
Anadón Portón e Isabel Román, por la suma principal  
de \$12,000.00 respondiendo la finca 7326 por la  
suma de \$7,300.00 y la finca 7327 por la suma de  
\$4,700.00, hipoteca a forar del Pastorador por la suma  
principal de \$50,000.00, respondiendo la finca # 7326  
por la suma de \$30,000.00 y la finca # 7327 por la suma  
de \$20,000.00, dos hipotecas a forar de la Corporación  
de Crédito Agrícola, ambas por las sumas principales  
de \$33,600.00, cada una, respondiendo la finca numero  
7326 por la suma de \$20,160.00 por cada una y la  
finca # 7327 por la suma de \$13,440.00 por cada  
una; a hipoteca a forar del Pastorador por la suma prin-  
cipal de \$120,000.00, respondiendo la finca numero 7326  
por la suma de \$72,000.00 y la finca # 7327 por la  
suma de \$48,000.00 y la finca # 7326 esta afecta  
además a hipoteca a forar de la Administración de Fo-  
mento y Desarrollo Agrícola por la suma principal  
de \$90,000.00. Ponce, a 7 de abril de 1997.

San Diego

Registador

**DEED NUMBER TWENTY-THREE (23)**  
**RE-AMORTIZATION OF MORTGAGE LOAN**  
**AND MORTGAGE MODIFICATION**

In the city of Ponce, Puerto Rico, on February twenty (20), two thousand three (2003).

**IN MY PRESENCE**

**EFRAIN BERMUDEZ RIVERA**, Attorney-Notary Public of the Island of Puerto Rico, residing and practicing in Santa Isabel, Puerto Rico.

**THERE APPEAR**

[Seal]

**AS THE FIRST PARTY: MR. JAIME LUIS ORTIZ LAGARES**, social security number XXX-XX-XXXX, of legal age, single, property owner and resident of Juana Díaz, Puerto Rico, hereafter the **"MORTGAGOR."**

**AS THE SECOND PARTY: UNITED STATES OF AMERICA**, acting through FARM SERVICE AGENCY in accordance with the provisions of the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," as amended, Columbia, United States of America. The second party is represented herein by **MR. CARLOS RAMIREZ**, social security number XXX-XX-XXXX and employer social security number \_\_\_\_\_ of legal age, married, employee and resident of San German, Puerto Rico, in his capacity as Farm Credit Manager of (FARM SERVICE AGENCY), hereafter **"THE MORTGAGEE."**

**I DO ATTEST** that I am acquainted with the parties, both personally and through their statements regarding their age, profession and residency. They assure me they have

[Seal]

and, in my judgment, they do have the legal capacity necessary for this granting  
and, thus, freely.

### THEY STATE

**FIRST:** That the appearing first party is the full legal owner of the  
properties described below:

**NUMBER ONE: RURAL PROPERTY:** Plot of land located in Barrio Collores of the municipality of Juana Díaz, with a surface area of SIX THOUSAND SEVEN HUNDRED ELEVEN SQUARE METERS AND NINETY-FIVE CENTIMETERS (6,711.96 m<sup>2</sup>),<sup>1</sup> equivalent to one cuerda and seven thousand seventy-seven ten-thousandths (1.7077 cdas). Bordered to the North for forty-two meters fifty-three centimeters with State highway number five hundred twelve from Barrio Collores to Central State Highway number fourteen; to the South for two linear measurements totaling fifty-one meters fifty centimeters, bordered by a green space dedicated for public use, said linear measurements being, respectively, thirty-two meters; nineteen meters fifty centimeters; to the East, for one hundred eighty meters sixty -three centimeters, bordered by plot "B" from the recording plan; to the West, in an alignment of fifty-nine meters five centimeters, bordered by strip of land "E" from the recording plan, which shall be dedicated for public use, and to the northeast side for sixty-four meters sixty-two centimeters, bordered by lands of Ramón Antonio Degro.

[Seals]

Recorded on folio one hundred eleven (111), book two hundred five (205) of Juana Díaz, farm seven thousand three hundred twenty-six A (7326 A), eighth recording.

**NUMBER TWO: RURAL PROPERTY:** Plot located in Barrio Collores of the municipality of Juana Díaz with a surface area of four thousand five hundred sixty-six square meters and sixty-seven centimeters (4,566.67 m<sup>2</sup>), equivalent to one cuerda and one thousand six hundred nineteen ten-thousandths. Bordered to the North, in two irregular alignments of thirty-seven meters, fifteen centimeters; both with State highway Number five hundred twelve; to the South, in two irregular alignments of twenty-one meters ninety centimeters and twenty-one meters, both with a plot dedicated for public use; to the East, for one hundred three meters eighty-five centimeters, with plot "C" on the recording plan; and to the West, for one hundred eight meters sixty-three centimeters, with the plot described under number one above.

Recorded on folio one hundred sixteen (116) of book two hundred five (205) of Juana Díaz, farm seven thousand three hundred twenty-seven B (7327 B), eighth (8<sup>th</sup>) recording.

Correction, they are recorded on mobile folio, farm seven thousand three hundred twenty-six (7326) and seven thousand three hundred twenty-seven (7327), Juana Díaz, Puerto

[Seal]

---

<sup>1</sup> *Translator's Note: Written number and numerals do not match on original Spanish language document.*

Rico, ninth (9) and eighth (8) recordings, respectively.

The borrower acquired the farm described above through purchase from Lorenzo Anadón Pontón and Isabel Ramírez, pursuant to Deed Number Thirty (30), dated May eleven, nineteen seventy-six (1976), granted in Ponce, Puerto Rico, before the Notary Antonio Zapater Cajigas.

**SECOND:** Subject to a mortgage in guaranty of promissory in the amount of one hundred seventy-eight thousand dollars (\$178,000.00) with interest at a three point seventy-five percent (3.75%) per annum, principal and interest payable in installments as stipulated on same, pursuant to deed number twenty (20), dated February nineteen, nineteen ninety-seven (1997), before the Notary Efraín Bermúdez Rivera in Ponce, Puerto Rico. Recorded at farms seven thousand three hundred twenty-six (7326) and seven thousand three hundred twenty-seven (7327) of Juana Díaz, mobile folio.

[Seals]

The mortgagor continues to state that, in order to re-amortize the mortgage debt, he requested and obtained the consent of the mortgagee, United States of America, acting through FARM SERVICE AGENCY and in accordance with the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," and the approved regulation, to re-amortize the mortgage debt.

**THIRD:** The appearing first party states that he is personally aware of each and every obligation, clause, and stipulation contained or mentioned in the mortgage deed, and in this act he does clearly, solemnly, and fully obligate himself to comply with each and every one of said obligations, clauses and stipulations required by the FARM SERVICE AGENCY Administration.

**PROMISSORY NOTE, MORTGAGE  
RE-AMORTIZATION AND PAYMENT MODIFICATION**

**FOURTH:** The first<sup>2</sup> appearing party, in his capacity, states that, as the first appearing party has been approved to receive the benefits of the Law of Congress “**CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF 1961,**” as amended, they have agreed to modify and re-amortize the payment installments set forth on the promissory note as follows:

Because a one-year deferment has been granted, the new payment schedule shall be as follows:

\$472.00 on 01-01-04

\$472.00 on 01-01-05

\$472.00 on 01-01-06

\$472.00 on 01-01-07

[Seals] \$472.00 on 01-01-08

and \$24,637.00 subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%).

As of today, it has a balance of one hundred fifty-five thousand two hundred eighty-seven dollars and twelve cents (\$155,287.12) of principal and twenty-two thousand thirteen dollars and fifteen cents (\$22,013.15) of interest, for a new principal of one hundred seventy-seven thousand three hundred dollars and twenty-seven cents (\$177,300.27).

**FIFTH:** The first<sup>3</sup> appearing party, in his capacity, delivers to me, the authorizing Notary, the promissory note secured by [Seal]

---

<sup>2</sup> *Translator's Note: Reflects original Spanish-language document.*

<sup>3</sup> *Translator's Note: Reflects original Spanish-language document.*



the mortgage, assuring me it has not been negotiated or encumbered in any way by its current holder and owner, United States of America. Once identified by me, confirming that it is the originally issued promissory note, I proceed to affix the following note on the back of this same:

The amount of this promissory note and mortgage the guarantees it, has been extended and re-amortized as of February twenty (20), two thousand three (2003). It gave a total amount owed of ONE HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS AND TWELVE CENTS (\$155,287.12) of principal and TWENTY-TWO THOUSAND THIRTEEN DOLLARS AND FIFTEEN CENTS (\$22,013.15) of interest, for a new principal of ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS AND TWENTY-SEVEN CENTS (\$177,300.27), which shall accrue interest at a rate of three point seventy-five percent (3.75%) per annum. Because a one-year deferment has been granted, the new payment schedule shall be as follows:

\$472.00 on 01-01-04

\$472.00 on 01-01-05

[Seals]

\$472.00 on 01-01-06

\$472.00 on 01-01-07

\$472.00 on 01-01-08

and \$24,637.00 subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%), pursuant to mortgage loan re-amortization deed number twenty-three (23), before the Notary Efrain Bermudez Rivera on February twenty (20), two thousand three

(2003).

Because this is a limited resources loan, as indicated on the Promissory Note, the Government may change the interest percentage according to the regulations of Farmers Home Administration.

The appearing parties on this instrument agree as well that this agreement of re-amortization herein do not constitutes an extinctive novation of the existing obligation (debt), which has been mentioned previously, as there exists no incompatibility between said existing obligation (debt) and the modification of same under the terms and conditions set forth herein. Therefore, it is requested that the Honorable Property Registrar confirm this upon the recording of this document.

### **ACCEPTANCE AND GRANTING**

**THE APPEARING PARTIES ACCEPT** this deed in all its parts, finding it has been drafted in accordance with their instructions.

I made the legal advisements pertinent to this granting to the appearing parties, and they state that they heard and understood said advisements.

[Seals] After this deed was read by the appearing parties, they ratify same, affixing their initials to each and all of the folios of the original of this deed, and sign it, all in one act, after it was aloud by me, the Notary, before me, the Authorizing Notary.

**TO ALL OF WHICH**, and to all that it is set forth in this deed, I, the Authorizing Notary, **I DO ATTEST**.

Jaime Luis Ortiz Legares

Signed: Carlos Ramirez

Signed, stamped, sealed, and marked:

Atty. Efraín Bermudez Rivera

The corresponding Internal Revenue and the Notary Tax seals have been cancelled on the original. The appearing parties' initials are affixed to each of the folios of the original.

I CERTIFY: That the proceeding is an true and exact copy of the original, which is filed under number 23 in my current notary register of public for the year two thousand three (2003), which (including the documents attached to the original) consists of six (6) folios.

(I ALSO CERTIFY that the copies of the documents attached to these copies are true and exact copies of those that are attached to original of this deed in the file.

IN WITNESS WHEREOF, I issue the first certified copy at request of Carlos Ramirez in Santa Isabel, Puerto Rico, today, February 20, 2003.

[Signature]

[Stamps]

[Handwritten]

Recorded in the [Illegible] system at folio 111, book 434, recording 13, farm 7326-A; subject to an easement in favor of AEE, [Illegible]; itself subject to a mortgage in favor of the spouses Isabel Ramirez and Lorenzo Anadon Pontón for \$7,300.00; in favor of USA for \$178,800.00; in favor of the PR Economic Development Bank for \$125,000.00; in favor of Farm Service Agency for \$150,000.00. Ponce, Puerto Rico, March 5, 2003.

No fees.

[Signature]

Registrar

[Seal]



*[Handwritten signature]*

-----ESCRITURA NUMERO VEINTITRES (23)-----

----REAMORTIZACION DE PRESTAMO HIPOTECARIO----

-----Y MODIFICACION DE HIPOTECA-----

----En la ciudad de Ponce, Puerto Rico, a los veinte (20) días del mes de febrero del año dos mil tres (2003).-----

-----ANTE MI-----

----EFRAIN BERMUDEZ RIVERA, Abogado-Notario Público de la Isla de Puerto Rico con residencia, vecindad y estudio abierto en Santa Isabel, Puerto Rico.-----

-----COMPARECEN-----

----DE LA PRIMERA PARTE: DON JAIME LUIS ORTIZ LAGARES, seguro social número , mayor de edad, soltero, propietario y vecina de Juana Díaz, Puerto Rico, denominado "DEUDOR HIPOTECARIO".-----

----DE LA SEGUNDA PARTE: ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través de FARM SERVICE AGENCY a tenor de las disposiciones de la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961", según enmendada, Columbia, Estados Unidos de América, representada en este acto por DON CARLOS RAMIREZ, seguro social número seguro social patronal , mayor de edad, casado, empleado y vecino de San German, Puerto Rico en su carácter de Gerente de Crédito Agrícola de (FARM SERVICE AGENCY), denominado como "EL ACREEDOR HIPOTECARIO".-----

----DOY FE del conocimiento personal de los comparecientes y por sus dichos de su edad, estado civil, profesión y vecindad. Me aseguran tener



y a mi juicio tienen la capacidad legal necesaria para el presente otorgamiento y al efecto libremente,-----

-----EXPONEN-----

-----PRIMERO: Que el compareciente de la primera parte es dueño en pleno dominio de las propiedades que se describen a continuación:-----

-----NUMERO UNO: RUSTICA: - Predio de terreno radicado en el Barrio Collores del término municipal de Juana Díaz, con una cabida superficial de SEIS MIL SETECIENTOS ONCE METROS CUADRADOS CON NOVENTA Y CINCO CENTIMETROS (6,711.96 m/c), equivalentes a una cuerda con siete mil setenta y siete diez milésimas de otra (1.7077 cdas.). En linderos por el Norte, en cuarenta y dos metros cincuenta y tres centímetros con la carretera Estatal número quinientos doce que conduce del Barrio Collores a la Carretera Estatal Central número catorce; por el Sur, en dos medidas lineales que totalizan cincuenta y un metros cincuenta centímetros y colinda con la faja verde destinada a uso público, siendo dichas medidas lineales respectivamente de treinta y dos metros; diez y nueve metros cincuenta centímetros; por el Este, en ciento ocho metros sesenta y tres centímetros, colinda con la parcela descrita con la letra "B" en el plano de inscripción; por el Oeste, en una alineación de cincuenta y nueve metros cinco centímetros en linderos con la faja de terreno descrita en el plano de inscripción con la letra "E" la cual se destinará a uso público y por el costado noroeste en sesenta y cuatro metros sesenta y dos centímetros colinda con terrenos de Ramón Antonio Degro.

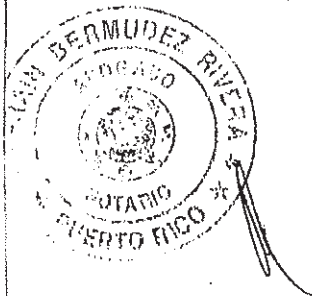
-----Inscrita al folio ciento once (111), tomo doscientos cinco (205) de Juana Díaz, finca siete mil trescientos veintiseis A (7326A), inscripción octava.-----

-----NUMERO DOS: RUSTICA: - Parcela radicada en el Barrio Collores del término municipal de Juana Díaz con cabida superficial de cuatro mil quinientos sesenta y seis metros cuadrados, con sesenta y siete centímetros de otro (4,566.67 m/c) equivalentes a una cuerda con mil seiscientos diez y nueve diez milésimas de otra, lindando por el Norte, en dos alineaciones irregulares de treinta y siete metros, quince centímetros; ambas con la carretera Estatal Número quinientos doce; por el Sur, en dos alineaciones irregulares de veintiún metros noventa centímetros y veintiún metros, ambas con parcela destinada a uso público; por el Este, en ciento tres metros ochenta y cinco centímetros con la parcela descrita con la letra "C" en el plano de inscripción y por el Oeste, en ciento ocho metros, sesenta y tres centímetros con la parcela descrita con el número uno precedente.-----

-----Inscrita al folio ciento dieciseis (116) del tomo doscientos cinco (205) de Juana Díaz, finca siete mil trescientos veintisiete B (7327B), inscripción octava (8va.).-----

-----Digo Inscritas al folio móvil, finca siete mil trescientos veintiseis (7326) y siete mil trescientos veintisiete (7327) Juana Díaz, Puerto





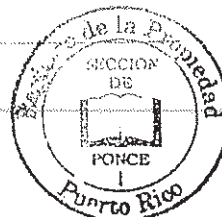
Rico, inscripción nueve (9) y ocho (8), respectivamente.-----

-----Adquirió el prestatario la descrita finca por compra a Lorenzo Anadón Pontón de Isabel Ramírez, según consta de la Escritura Número Treinta (30) de fecha once de mayor del mil novecientos setenta y seis (1976), otorgada en Ponce, Puerto Rico ante el Notario Antonio Zapater Cajigas.

-----SEGUNDO: Se halla afecta a hipoteca en garantía de pagaré por la suma de ciento setenta y ocho mil ochocientos dólares (\$178,800.00) con intereses al tres punto setenta y cinco por ciento (3.75%) anual pagadero el principal e intereses a plazos que en el mismo se estipulan según consta en escritura número veinte (20) de fecha diecinueve (19) de febrero del mil novecientos noventa y siete (1997) ante el Notario Efrain Bermúdez Rivera en Ponce, Puerto Rico. Inscritas en fincas siete mil trescientos veintiseis (7326) y siete mil trescientos veintisiete (7327) de Juana Díaz, folio móvil.-----

-----Sigue manifestando el deudor hipotecario que con el fin de reamortizar la deuda hipotecaria solicitó y obtuvo el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través de FARM SERVICE AGENCY en conformidad con la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961" y el reglamento aprobado al efecto para reamortizar la deuda hipotecaria.-----

-----TERCERO: Manifiesta el compareciente de la primera parte que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca y en este acto en forma clara, solemne y terminantemente se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de FARM SERVICE AGENCY.-----







*[Handwritten signature]*

-----REAMORTIZACION Y MODIFICACION-----

-----DE PAGO DE PAGARE DE HIPOTECA-----

-----CUARTO: Manifiesta el compareciente de la primera parte el carácter que ostenta, que habiendo sido aceptado el compareciente de la primera parte, para recibir los beneficios de la Ley del Congreso "CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF 1961" según enmendada, han convenido modificar y reamortizar los pagos de los plazos consignados en el pagaré en la siguiente forma:-----

-----Por habersele dado un diferimiento de un año, la nueva forma de pago será de la siguiente forma:-----

-----\$472.00 en 01-01-04-----

-----\$472.00 en 01-01-05-----

-----\$472.00 en 01-01-06-----

-----\$472.00 en 01-01-07-----

-----\$472.00 en 01-01-08-----

----- y \$24,637.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencerá y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018). La misma será pagadero por quince (15) años con intereses anual de tres punto setenta y cinco por ciento (3.75%).-----

-----Al día de hoy tiene un balance de ciento cincuenta y cinco mil doscientos ochenta y siete dólares con doce centavos (\$155,287.12) de principal y veintidos mil trece dólares con quince centavos (\$22,013.15) de intereses para un nuevo y principal de ciento setenta y siete mil trescientos dólares con veintisiete centavos (\$177,300.27).-----

-----QUINTO: El compareciente de la primera parte en el carácter que ostenta, me entrega a mí, el Notario autorizante, el pagaré garantizado con



la hipoteca quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificado por mí, ceciorándome de que se trata del pagaré originalmente emitido, procedo a poner al dorso del mismo la siguiente nota:-----

-----El importe de este pagaré y la hipoteca que lo garantiza, ha sido ampliada y reamortizada al veinte (20) de febrero del dos mil tres (2003), dió un saldo deudor montante a CIENTO CINCUENTA Y CINCO MIL DOSCIENTOS OCHENTA Y SIETE DOLARES CON DOCE CENTAVOS (\$155,287.12) de principal y VEINTIDOS MIL TRECE DOLARES CON QUINCE CENTAVOS (\$22,013.15) de intereses para un nuevo principal de CIENTO SETENTA Y SIETE MIL TRESCIENTOS DOLARES CON VEINTISIETE CENTAVOS (\$177,300.27) el cual devengará intereses a razón del tres punto setenta y cinco por ciento (3.75%) anual. Por habersele dado un diferimiento de un año habrá de ser pagada de la siguiente forma:-----

-----\$472.00 en 01-01-04-----

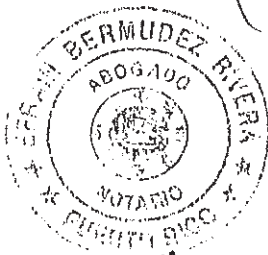
-----\$472.00 en 01-01-05-----

-----\$472.00 en 01-01-06-----

-----\$472.00 en 01-01-07-----

-----\$472.00 en 01-01-08-----

----- y \$\$24,637.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencerá y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018), con intereses anual de tres punto setenta y cinco por ciento (3.75%), según consta en escritura número veintitres (23) de reamortización préstamo hipotecario ante el Notario Efraín Bermúdez Rivera de fecha veinte (20) de febrero del dos mil tres





*[Handwritten signature]*

(2003).-----

-----Por tratarse de un préstamo de recursos limitados según indicado en el Pagaré, el Gobierno puede cambiar el porcentaje de interés de acuerdo con los reglamentos de la Administración de Hogares de Agricultores.-----

-----Las partes comparecientes en este instrumento convienen asimismo, que este convenio de reamortización no constituye una novación extintiva de la obligación (deuda) existente a la cual ya se ha hecho mención, por no haber ni existir incompatibilidad enter dicha obligación (deuda) existente y la modificación de la misma bajo los terminos y condiciones aquí consignadas, por lo que se ruega al Honorable Registrador de la Propiedad, que así se haga constar en la inscripción de este documento.-----

-----ACEPTACION Y OTORGAMIENTO-----

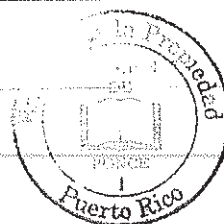
-----LOS COMPARECIENTES ACEPTAN ésta escritura en todas sus partes, por hallarla redactada conforme a sus instrucciones.-----

-----Hice a las partes comparecientes las advertencias legales pertinentes al presente otorgamiento de las que manifiestan haber quedado bien enterados.-----

-----Leída ésta escritura por los comparecientes, se ratifican en ella, fijando sus iniciales en todos los folios del original de ésta escritura, y la firman, todos en un solo acto, después de haber leído en alta voz por mí, el Notario, ante mí, el Notario Autorizante.-----

-----DE TODO LO CUAL, y de todo lo consignado en la presente escritura, YO, el Notario Autorizante, DOY FE.-----

-----  
-----  
-----



Jaime Luis Ortiz Lagares

Firmado: Carlos Ramírez

Firmado, signado, sellado y rubricado:

Lcdo. Efraín Bermúdez Rivera

Hay cancelados en el original los correspondientes sellos de Rentas Internas y el Impuesto Notarial. Las iniciales de los otorgantes aparecen estampadas en cada uno de los folios del original.

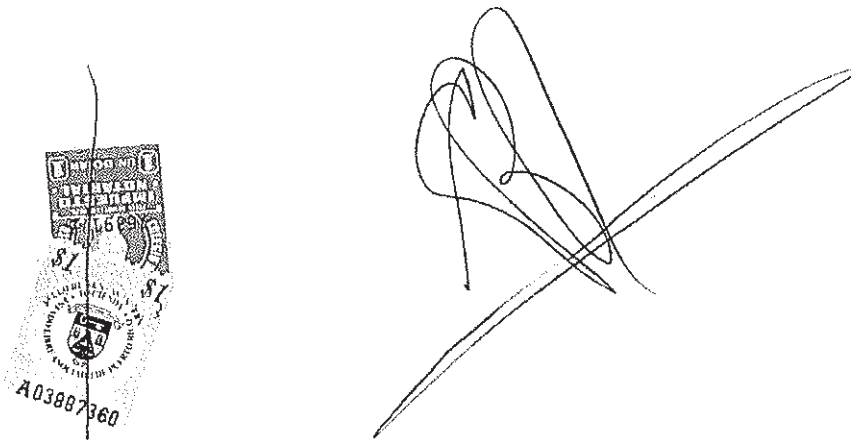
CERTIFICO: Que la que precede es copia fiel y exacta del original, que bajo el número 23 obra en mi protocolo de instrumentos públicos para el año dos mil tres (2003) la cual, (incluyendo los documentos del original) contiene seis (6) folios.

(CERTIFICO, además que la(s) copia(s) del (de los) documento(s) que(s) a esta copia(s) fiel y exacta(s) del (de los) que obran en mi(s) original de esta escritura).

EN TESTIMONIO DE LO CUAL, expido la primera copia certificada a solicitud de Carlos Ramírez

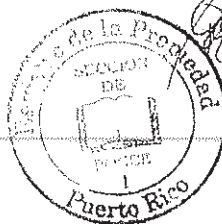
en Santa Isabel, Puerto Rico, hoy día 20

de febrero de 2003.



Inscrito al sistema mecanizado al folio 111, como 434, inscripción 13, folio 7326-A; ape de a 9 pesos de un peso a favor de AEE, EEA; por si a hipotecas a favor de los esposos Isabel Ramirez y Lorenzo Orador Portia por \$7,300.00; a favor de E.L. por \$178,800.00; a favor de Banco de San Juan de P.R. por \$125,000.00; a favor de Farmacia Agency por \$150,000.00. Pmce a 5 de mayo de 2003.

por derecho.



*[Handwritten signature]*  
El notario

**DEED NUMBER TWENTY-FOUR (24)**  
**RE-AMORTIZATION OF MORTGAGE LOAN**  
**AND MORTGAGE MODIFICATION**

In the city of Ponce, Puerto Rico, on February twenty (20), two thousand three (2003).

**IN MY PRESENCE**

**EFRAIN BERMUDEZ RIVERA**, Attorney-Notary Public of the Island of Puerto Rico, residing and practicing in Santa Isabel, Puerto Rico.

**THERE APPEAR**

[Seal]

**AS THE FIRST PARTY: MR. JAIME LUIS ORTIZ LAGARES**, social security number XXX-XX-XXXX, of legal age, single, property owner and resident of Juana Díaz, Puerto Rico, hereafter the “**MORTGAGOR**.”

**AS THE SECOND PARTY: UNITED STATES OF AMERICA**, acting through FARM SERVICE AGENCY in accordance with the provisions of the Law of Congress titled “Consolidated Farmers Home Administration Act of 1961,” as amended, Columbia, United States of America. The second party is represented herein by **MR. CARLOS RAMIREZ**, social security number XXX-XX-XXXX and employer social security number \_\_\_\_\_ of legal age, married, employee and resident of San German, Puerto Rico, in his capacity as Farm Credit Manager of (**FARM SERVICE AGENCY**), hereafter “**THE MORTGAGEE**.”

**I DO ATTEST** that I am acquainted with the parties, both personally and through their statements regarding their age, profession, and residency. They assure me they have \_\_\_\_\_

[Seal]

and, in my judgment, they do have the legal capacity necessary for this granting and, thus, freely.

### THEY STATE

**FIRST:** That the appearing first party is the full legal owner of the properties described below:

**NUMBER ONE: RURAL PROPERTY:** Plot of land located in Barrio Collores of the municipality of Juana Díaz, with a surface area of SIX THOUSAND SEVEN HUNDRED ELEVEN SQUARE METERS AND NINETY-FIVE CENTIMETERS (6.711.96 m<sup>2</sup>),<sup>1</sup> equivalent to one cuerda and seven thousand seventy-seven ten-thousandths (1.7077 cdas). Bordered to the North for forty-two meters fifty-three centimeters with State highway number five hundred twelve from Barrio Collores to Central State Highway number fourteen; to the South for two linear measurements totaling fifty-one meters fifty centimeters, bordered by a green space dedicated for public use, said linear measurements being, respectively, thirty-two meters; nineteen meters fifty centimeters; to the East, for one hundred eighty meters sixty -three centimeters, bordered by plot "B" from the recording plan; to the West, in an alignment of fifty-nine meters five centimeters, bordered by strip of land "E" from the recording plan, which shall be dedicated for public use, and to the northeast side for sixty-four meters sixty-two centimeters, bordered by lands of Ramón Antonio Degro.

[Seal]

Recorded on folio one hundred eleven (111), book two hundred five (205) of Juana Díaz, farm seven thousand three hundred twenty-six A (7326 A), eighth recording.

**NUMBER TWO: RURAL PROPERTY:** Plot located in Barrio Collores of the municipality of Juana Díaz with a surface area of four thousand five hundred sixty-six square meters and sixty-seven centimeters (4,566.67 m<sup>2</sup>), equivalent to one cuerda and one thousand six hundred nineteen ten-thousandths. Bordered to the North, in two irregular alignments of thirty-seven meters, fifteen centimeters; both with State highway Number five hundred twelve; to the South, in two irregular alignments of twenty-one meters ninety centimeters and twenty-one meters, both with a plot dedicated for public use; to the East, for one hundred three meters eighty-five centimeters, with plot "C" on the recording plan; and to the West, for one hundred eight meters sixty-three centimeters, with the plot described under number one above.

Recorded on folio one hundred sixteen (116) of book two hundred five (205) of Juana Díaz, farm seven thousand three hundred twenty-seven B (7327 B), eighth (8<sup>th</sup>) recording.

Correction, They are recorded on mobile folio, farm seven thousand three hundred twenty-six (7326) and seven thousand three hundred twenty-seven (7327), Juana Díaz, Puerto

[Seal]

---

<sup>1</sup> Translator's Note: Written number and numerals do not match on original Spanish language document.



Rico, ninth (9) and eighth (8) recordings, respectively.

The borrower acquired the farm described above through purchase from Lorenzo Anadón Pontón and Isabel Ramírez, pursuant to Deed Number Thirty (30), dated May eleven, nineteen seventy-six (1976), granted in Ponce, Puerto Rico, before the Notary Antonio Zapater Cajigas.

**SECOND:** Subject to a mortgage in guaranty of promissory in the amount of three hundred thousand dollars (\$300,000.00) with interest at a three point seventy-five percent (3.75%) per annum, principal and interest payable in installments as stipulated on same, pursuant to deed number ninety-one (91), dated September nine, nineteen ninety-nine (1999), before the Notary Efraín Bermúdez Rivera in Ponce, Puerto Rico. Recorded at farms seven thousand three hundred twenty-six (7326) and seven thousand three hundred twenty-seven (7327) of Juana Díaz, mobile folio.

[Seal]

The mortgagor continues to state that, in order to re-amortize the mortgage debt, he requested and obtained the consent of the mortgagee, United States of America, acting through FARM SERVICE AGENCY and in accordance with the Law of Congress titled "Consolidated Farmers Home Administration Act of 1961," and the approved regulation, to re-amortize the mortgage debt.

**THIRD:** The appearing first party states that he is personally aware of each and every obligation, clause, and stipulation contained or mentioned in the mortgage deed, and in this act he does clearly, solemnly, and fully obligate himself to comply with each and every one of said obligations, clauses and stipulations required by the FARM SERVICE AGENCY Administration.

**PROMISSORY NOTE AND MORTGAGE  
RE-AMORTIZATION AND PAYMENT MODIFICATION**

**FOURTH:** The first<sup>2</sup> appearing party, in his capacity, states that, as the first appearing party has been approved to receive the benefits of the Law of Congress “**CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF 1961**,” as amended, they have agreed to modify and re-amortize the payment installments set forth on the promissory note as follows:

Because a five-year deferment has been granted, the new payment schedule shall be as follows:

\$0.00 on 01-01-04

\$0.00 on 01-01-05

\$0.00 on 01-01-06

\$0.00 on 01-01-07

[Seals]

\$0.00 on 01-01-08

and \$35,390.00 subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%).

As of today, it has a balance of two hundred twenty-six thousand nine hundred sixty-seven dollars and nineteen cents (\$226,967.19) of principal and twenty-four thousand eight hundred eighty dollars and eighty-nine cents (\$24,880.89) of interest, for a new principal of two hundred fifty-one thousand eight hundred forty-eight dollars and eight cents (\$251,848.08).

**FIFTH:** The first<sup>3</sup> appearing party, in his capacity,

[Seal]

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<sup>2</sup> Translator's Note: Reflects original Spanish-language document.

<sup>3</sup> Translator's Note: Reflects original Spanish-language document.

delivers to me, the authorizing Notary, the promissory note secured by the mortgage, assuring me it has not been negotiated or encumbered in any way by its current holder and owner, United States of America. Once identified by me, confirming that it is the originally issued promissory note, I proceed to affix the following note on the back of this same:

The amount of this promissory note and mortgage the guarantees it, has been extended and re-amortized as of February twenty (20), two thousand three (2003). It gave a total amount owed of two hundred twenty-six thousand nine hundred sixty-seven dollars and nineteen cents (\$226,967.19) of principal and twenty-four thousand eight hundred eighty dollars and eighty-nine cents (\$24,880.89) of interest, for a new principal of two hundred fifty-one thousand eight hundred forty-eight dollars and eight cents (\$251,848.08), which shall accrue interest at a rate of three point seventy-five percent (3.75%) per annum. Because a five-year deferment has been granted, the new payment schedule shall be as follows:

\$0.00 on 01-01-04

\$0.00 on 01-01-05

\$0.00 on 01-01-06

\$0.00 on 01-01-07

[Seal] \$0.00 on 01-01-08

and \$335,390.00<sup>4</sup> subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%), pursuant to mortgage loan re-amortization deed number twenty-four (24), before the Notary Efrain Bermudez Rivera on February twenty (20), two thousand three

<sup>4</sup> Translator's Note: Repeated dollar sign reflects original Spanish-language document.

[Seal]

(2003).

Because this is a limited resources loan, as indicated on the Promissory Note, the Government may change the interest percentage according to the regulations of Farmers Home Administration.

The appearing parties on this instrument agree as well that this agreement of re-amortization herein do not constitutes an extinctive novation of the existing obligation (debt), which has been mentioned previously, as there exists no incompatibility between said existing obligation (debt) and the modification of same under the terms and conditions set forth herein. Therefore, it is requested that the Honorable Property Registrar confirm this upon the recording of this document.

### **ACCEPTANCE AND GRANTING**

**THE APPEARING PARTIES ACCEPT** this deed in all its parts, finding it has been drafted in accordance with their instructions.

I made the legal advisements pertinent to this granting to the appearing parties, and they state that they heard and understood said advisements.

[Seal]

After this deed was read by the appearing parties, they ratify same, affixing their initials to each and all of the folios of the original of this deed, and sign it, all in one act, after it was aloud by me, the Notary, before me, the Authorizing Notary.

**TO ALL OF WHICH**, and to all that it is set forth in this deed, I, the Authorizing Notary, **I DO ATTEST**.

Jaime Luis Ortiz Legares

Signed: Carlos Ramirez

Signed, stamped, sealed, and marked:

Atty. Efraín Bermudez Rivera

The corresponding Internal Revenue and the Notary Tax seals have been cancelled on the original. The appearing parties' initials are affixed to each of the folios of the original.

I CERTIFY: That the proceeding is an true and exact copy of the original, which is filed under number 24 in my current notary register of public for the year two thousand three (2003), which (including the documents attached to the original) consists of six (6) folios.

(I ALSO CERTIFY that the copies of the documents attached to this copies are true and exact copies of those that are attached to original of this deed in the file.

IN WITNESS WHEREOF, I issue the first certified copy at request of Carlos Ramirez in Santa Isabel, Puerto Rico, today, February 20, 2003.

[Signature]

[Stamps]

[Handwritten]

Recorded in the [Illegible] system at folio 116, book 434, recording 12, farm 7327B; subject to an easement in favor of AEE, [Illegible]; itself subject to a mortgage in favor of the spouses Isabel Ramirez and Lorenzo Anadon Pontón for \$4,700.00; in favor of USA for \$178,800.00; in favor of the PR Economic Development Bank for \$175,000.00; in favor of Farm Service Agency for \$150,000.00. Ponce, Puerto Rico, March 5, 200[Illegible].  
No fees.

[Signature]

Registrar

[Seal]



### Statement of Accuracy

I hereby certify that the attached documents titled:

**JAIME ORTIZ LAGARES – DEED 23 – 7 pages**


**JAIME ORTIZ LAGARES – DEED 24 – 7 pages**

**JAIME ORTIZ LAGARES - ALLONGE NOTE \$178K – 2 pages**

**JAIME ORTIZ LAGARES - ALLONGE NOTE \$300K – 2 pages**

are true and accurate translations from Spanish into English to the best of my knowledge, ability and belief. I am trained, experienced and competent to translate from Spanish into English.

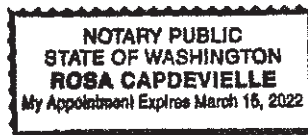
DATED July 3, 2020.



Thomas L. Bransfield  
Federally Certified Court Interpreter

WITNESS my hand and official seal hereto affixed this 3<sup>rd</sup> day of July of 2020.

Signature Rosa Capdevielle  
Print Name: Rosa Capdevielle  
Notary Public in and for the State of WA  
My appointment expires: March 15, 2022





-----ESCRITURA NUMERO VEINTICUATRO (24)-----

----REAMORTIZACION DE PRESTAMO HIPOTECARIO ----

-----Y MODIFICACION DE HIPOTECA-----

----En la ciudad de Ponce, Puerto Rico, a los veinte (20) días del mes de febrero del año dos mil tres (2003).-----

-----ANTE MI-----

----EFRAIN BERMUDEZ RIVERA, Abogado-Notario Público de la Isla de Puerto Rico con residencia, vecindad y estudio abierto en Santa Isabel, Puerto Rico.-----

-----COMPARECEN-----

----DE LA PRIMERA PARTE: DON JAIME LUIS ORTIZ LAGARES, seguro social número -----, mayor de edad, soltero, propietario y vecina de Juana Díaz, Puerto Rico, denominado "DEUDOR HIPOTECARIO".-----

----DE LA SEGUNDA PARTE: ESTADOS UNIDOS DE AMERICA, actuando por conducto y a través de FARM SERVICE AGENCY a tenor de las disposiciones de la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961", según enmendada, Columbia, Estados Unidos de América, representada en este acto por DON CARLOS RAMIREZ, seguro social número ----- 9 y seguro social patronal -----, mayor de edad, casado, empleado y vecino de San German, Puerto Rico en su carácter de Gerente de Crédito Agrícola de (FARM SERVICE AGENCY), denominado como "EL ACREEDOR HIPOTECARIO".-----

----DOY FE del conocimiento personal de los comparecientes y por sus dichos de su edad, estado civil, profesión y vecindad. Me aseguran tener



y a mi juicio tienen la capacidad legal necesaria para el presente otorgamiento y al efecto libremente,-----

-----EXPONEN-----

-----PRIMERO: Que el compareciente de la primera parte es dueño en pleno dominio de las propiedades que se describen a continuación:-----

-----NUMERO UNO: RUSTICA: - Predio de terreno radicado en el Barrio Collores del término municipal de Juana Díaz, con una cabida superficial de SEIS MIL SETECIENTOS ONCE METROS CUADRADOS CON NOVENTA Y CINCO CENTIMETROS (6,711.96 m/c), equivalentes a una cuerda con siete mil setenta y siete diez milésimas de otra (1.7077 cdas.). En lindes por el Norte, en cuarenta y dos metros cincuenta y tres centímetros con la carretera Estatal número quinientos doce que conduce del Barrio Collores a la Carretera Estatal Central número catorce; por el Sur, en dos medidas lineales que totalizan cincuenta y un metros cincuenta centímetros y colinda con la faja verde destinada a uso público, siendo dichas medidas lineales respectivamente de treinta y dos metros; diez y nueve metros cincuenta centímetros; por el Este, en ciento ocho metros sesenta y tres centímetros, colinda con la parcela descrita con la letra "B" en el plano de inscripción; por el Oeste, en una alineación de cincuenta y nueve metros cinco centímetros en lindes con la faja de terreno descrita en el plano de inscripción con la letra "E" la cual se destinará a uso público y por el costado noroeste en sesenta y cuatro metros sesenta y dos centímetros colinda con terrenos de Ramón Antonio Degro,-----

-----Inscrita al folio ciento once (111), tomo doscientos cinco (205) de Juana Díaz, finca siete mil trescientos veintiseis A (7326A), inscripción octava.-----

-----NUMERO DOS: RUSTICA: - Parcela radcada en el Barrio Collores del término municipal de Juana Díaz con cabida superficial de cuatro mil quinientos sesenta y seis metros cuadrados, con sesenta y siete centímetros de otro (4,566.67 m/c) equivalentes a una cuerda con mil seiscientos diez y nueve diez milésimas de otra, lindando por el Norte, en dos alineaciones irregulares de treinta y siete metros, quince centímetros; ambas con la carretera Estatal Número quinientos doce; por el Sur, en dos alineaciones irregulares de veintiún metros noventa centímetros y veintiún metros, ambas con aprcela destinada a uso público; por el Este, en ciento tres metros ochenta y cinco centímetros con la parcela descrita con la letra "C" en el plano de inscripción y por el Oeste, en ciento ocho metros, sesenta y tres centímetros con la parcela descrita con el número uno precedente.-----

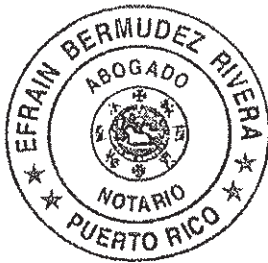
-----Inscrita al folio ciento dieciseis (116) del tomo doscientos cinco (205) de Juana Díaz, finca siete mil trescientos veintisiete B (7327B), inscripción octava (8va.).-----

-----Digo Inscritas al folio móvil, finca siete mil trescientos veintiseis (7326) y siete mil trescientos veintisiete (7327), Juana Díaz, Puerto



*[Handwritten signature]*





*[Handwritten signature]*

Rico, inscripción nueve (9) y ocho (8), respectivamente.-----

-----Adquirió el prestatario la descrita finca por compra a Lorenzo Anadón Pontón de Isabel Ramírez, según consta de la Escritura Número Treinta (30) de fecha once de mayor del mil novecientos setenta y seis (1976), otorgada en Ponce, Puerto Rico ante el Notario Antonio Zapater Cajigas.

-----SEGUNDO: Se halla afecta a hipoteca en garantía de pagaré por la suma de trescientos mil dólares (\$300,000.00) con intereses al tres punto setenta y cinco por ciento (3.75%) anual pagadero el principal e intereses a plazos que en el mismo se estipulan según consta en escritura número noventa y uno (91) de fecha nueve (9) de septiembre del mil novecientos noventa y nueve (1999) ante el Notario Efraín Bermúdez Rivera en Ponce, Puerto Rico. Inscritas en fincas siete mil trescientos veintiseis (7326) y siete mil trescientos veintisiete (7327) de Juana Díaz, folio móvil.-----

-----Sigue manifestando el deudor hipotecario que con el fin de reamortizar la deuda hipotecaria solicitó y obtuvo el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través de FARM SERVICE AGENCY en conformidad con la Ley del Congreso titulada "Consolidated Farmers Home Administration Act of 1961" y el reglamento aprobado al efecto para reamortizar la deuda hipotecaria.-----

-----TERCERO: Manifiesta el compareciente de la primera parte que son de su propio y personal conocimiento todas y cada una de las obligaciones, cláusulas y estipulaciones contenidas o mencionadas en la escritura de hipoteca y en este acto en forma clara, solemne y terminantemente se obligan a cumplir todas y cada una de dichas obligaciones, cláusulas y estipulaciones requeridas por la Administración de FARM SERVICE AGENCY.-----





*[Handwritten signature]*

-----REAMORTIZACION Y MODIFICACION-----

-----DE PAGO DE PAGARE DE HIPOTECA-----

-----CUARTO: Manifiesta el compareciente de la primera parte el carácter que ostenta, que habiendo sido aceptado el compareciente de la primera parte, para recibir los beneficios de la Ley del Congreso "CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF 1961" según enmendada, han convenido modificar y reamortizar los pagos de los plazos consignados en el pagaré en la siguiente forma:-----

-----Por habersele dado un diferimiento de cinco años, la nueva forma de pago será de la siguiente forma:-----

-----\$0.00 en 01-01-04-----

-----\$0.00 en 01-01-05-----

-----\$0.00 en 01-01-06-----

-----\$0.00 en 01-01-07-----

-----\$0.00 en 01-01-08-----

----- y \$35,390.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencerá y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018). La misma será pagadero por quince (15) años con intereses anual de tres punto setenta y cinco por ciento (3.75%).-----

-----Al día de hoy tiene un balance de doscientos veintiseis mil novecientos sesenta y siete dólares con diecinueve centavos (\$226,967.19) de principal y veinticuatro mil ochocientos ochenta dólares con ochenta y nueve centavos (\$24,880.89) de intereses para un nuevo y principal de doscientos cincuenta y un mil ochocientos cuarenta y ocho dólares con ocho centavos (\$251,848.08).-----

-----QUINTO: El compareciente de la primera parte en el carácter que





ostenta, me entrega a mí, el Notario autorizante, el pagaré garantizado con la hipoteca quien me asegura no ha sido negociado ni gravado en forma alguna por su actual tenedor y poseedor, Estados Unidos de América, y una vez identificado por mí, ceciorándome de que se trata del pagaré originalmente emitido, procedo a poner al dorso del mismo la siguiente nota:-----

-----El importe de este pagaré y la hipoteca que lo garantiza, ha sido ampliada y reamortizada al veinte (20) de febrero del dos mil tres (2003), dió un saldo deudor montante a doscientos veintiseis mil novecientos sesenta y siete dólares con diecinueve centavos (\$226,967.19) de principal y veinticuatro mil ochocientos ochenta dólares con ochenta y nueve centavos (\$24,880.89) de intereses para un nuevo y principal de doscientos cincuenta y un mil ochocientos cuarenta y ocho dólares con ocho centavos (\$251,848.08) el cual devengará intereses a razón del tres punto setenta y cinco por ciento (3.75%) anual. Por habersele dado un diferimiento de cinco años habrá de ser pagada de la siguiente forma:-----

-----\$0.00 en 01-01-04-----

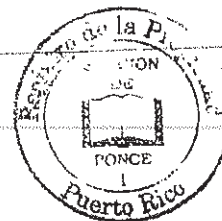
-----\$0.00 en 01-01-05-----

-----\$0.00 en 01-01-06-----

-----\$0.00 en 01-01-07-----

-----\$0.00 en 01-01-08-----

----- y \$35,390.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencerá y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018), con intereses anual de tres punto setenta y cinco por ciento (3.75%), según consta en escritura número veinticuatro (24) de reamortización préstamo hipotecario ante el Notario Efraín Bermúdez Rivera de fecha veinte (20) de febrero del dos mil tres



(2003).-----

-----Por tratarse de un préstamo de recursos limitados según indicado en el Pagaré, el Gobierno puede cambiar el porciento de interés de acuerdo con los reglamentos de la Administración de Hogares de Agricultores.-----

-----Las partes comparecientes en este instrumento convienen asimismo, que este convenio de reamortización no constituye una novación extintiva de la obligación (deuda) existente a la cual ya se ha hecho mención, por no haber ni existir incompatibilidad enter dicha obligación (deuda) existente y la modificación de la misma bajo los terminos y condiciones aquí consignadas, por lo que se ruega al Honorable Registrador de la Propiedad, que así se haga constar en la inscripción de este documento.-----

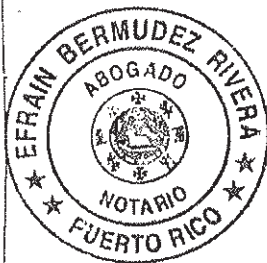
-----ACEPTACION Y OTORGAMIENTO-----

-----LOS COMPARECIENTES ACEPTAN ésta escritura en todas sus partes, por hallarla redactada conforme a sus instrucciones.-----

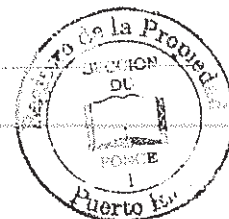
-----Hice a las partes comparecientes las advertencias legales pertinentes al presente otorgamiento de las que manifiestan haber quedado bien enterados.-----

-----Leída ésta escritura por los comparecientes, se ratifican en ella, fijando sus iniciales en todos los folios del original de ésta escritura, y la firman, todos en un solo acto, después de haber leído en alta voz por mí, el Notario, ante mí, el Notario Autorizante.-----

-----DE TODO LO CUAL, y de todo lo consignado en la presente escritura, YO, el Notario Autorizante, DOY FE.-----



*[Handwritten signature]*





Jaime Luis Ortiz Lagares

Firmado: Carlos Ramirez

Firmado, sellado y rubricado:

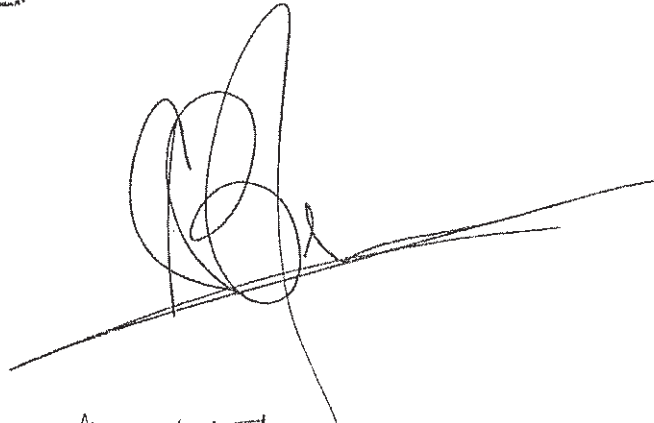
Lcdo. Efraín Hernández Rivera

Hay cancelados en el original los correspondientes sellos de Rentas y el Impuesto Notarial. Las iniciales de los otorgantes aparecen en cada uno de los folios del original.

(CERTIFICADO: Que la que precede es copia fiel y exacta de su original, que el número 24 obra en mi protocolo de instrumentos públicos para el año dos mil tres (2003) y a cual, (incluyendo los documentos anejos al original) contiene seis (6) folios.

(CERTIFICADO: Que la que precede es copia fiel y exacta de la(s) copia(s) del de los documentos anejos a esta copia(s) fiel y exacta(s) del de los que obra(n) anexo(s) al original de esta escritura).

EN TESTIMONIO DE LO CUAL, otorgo la primera copia certificada a solicitud de Carlos Ramirez en Santa Isabel, Puerto Rico, hoy día 20 de febrero de 2003.




Inscrito al sistema recaudado al folio 116, tomo 434, inscripción 12, finca 7327B; afecta a serie, derechos a favor de AEE; E.A.; por la hipoteca a favor de los esposos Rosabel Ramirez y Lorenzo Pracion Portu por \$4,700.00; a favor de E.L. por \$178,800.00; a favor de Banco Desarrollo Económico para PR por \$175,000.00; a favor de Farm Perleces Agency por \$150,000.00. Pmce a 5 de marzo de 2003.

Fin de cho.



*[Handwritten signature]*  
Registrador

### PROMISSORY NOTE

Name <b>Jaime Luis Ortíz Lagare, también conocido por:</b> <b>JAIME LUIS ORTIZ LAGARES</b>		<b>XX Consolidated Farm &amp; Rural Development Act</b> <input type="checkbox"/> Emergency Agricultural Credit Adjustment Act of 1978
State <b>Puerto Rico</b>	County <b>Ponce</b>	<b>ACTION REQUIRING NOTE</b> <input type="checkbox"/> Initial loan <input type="checkbox"/> Rescheduling <input type="checkbox"/> Subsequent loan <input type="checkbox"/> Reamortization <input type="checkbox"/> Consolidated & subsequent loan <input type="checkbox"/> Credit sale <input type="checkbox"/> Consolidation <input type="checkbox"/> Deferred payments <input type="checkbox"/> Conservation easement <input type="checkbox"/> Debt write down
Case No. <b>63-033-</b>	Date <b>SEPTEMBER 9, 1999</b>	
Fund Code <b>43</b>	Loan No. <b>02</b>	

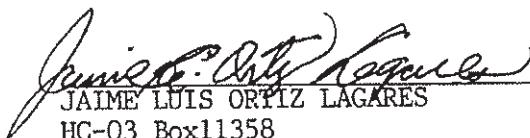
**HIGHLY ERODIBLE LAND AND WETLAND CONSERVATION AGREEMENT:** Borrower recognizes that the loan described in this note will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity as further explained in 7 CFR Part 1940, Subpart G, Exhibit M. If (1) the term of the loan exceeds January 1, 1990, but not January 1, 1995, and (2) Borrower intends to produce an agricultural commodity on highly erodible land that is exempt from the restrictions of Exhibit M until either January 1, 1990, or two years after the Soil Conservation Service (SCS) has completed a soil survey for the Borrower's land, whichever is later, the Borrower further agrees that, prior to the loss of the exemption from the highly erodible land conservation restrictions found in 7 CFR Part 12, Borrower must demonstrate that Borrower is actively applying on that land which has been determined to be highly erodible, a conservation plan approved by the SCS or the appropriate conservation district in accordance with SCS's requirements. Furthermore, if the term of the loan exceeds January 1, 1995, Borrower further agrees that Borrower must demonstrate prior to January 1, 1995, that any production of an agricultural commodity on highly erodible land after that date will be done in compliance with a conservation system approved by SCS or the appropriate conservation district in accordance with SCS's requirements.

**DEFAULT:** Failure to pay when due any debt evidenced by this note or perform any covenant of agreement under this note shall constitute default under this and any other instrument evidencing a debt of Borrower owing to, insured or Guaranteed by the Government or securing or otherwise relating to such debt; and default under any such other instrument shall constitute default under this note. **UPON ANY SUCH DEFAULT**, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This Note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act, or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan as indicated in the "Kind of Loan" block above. This Note shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not inconsistent with the express provisions of this note.

Presentment, protest, and notice are waived.

(SEAL)

  
 JAIME LUIS ORTIZ LAGARES  
 HC-03 Box11358  
 Juana Diaz, Puerto Rico 00795

(Borrower)

# RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
\$ 300,000.00	09/1999	\$		\$	
\$		\$		\$	
\$		\$		\$	
\$		\$		\$	
TOTAL				\$ 300,000.00	

For each rescheduled, reamortized or consolidated note for applications for Primary and Preservation Loan Service Programs received prior to November 28, 1990, interest accrued to the date of this instrument which is more than 90 days overdue shall be added to principal and such new principal shall accrue interest at the rate evidenced by this instrument. For applications for Primary and Preservation Loan Service Programs received on or after November 28, 1990, all unpaid interest accrued to the date of this instrument shall be added to the principal and such new principal shall accrue interest at the rate evidenced by this instrument.

Every payment made on any indebtedness evidenced by this note shall be applied first to a portion of any interest which accrues during the deferral period, second to accrued interest to the date of the payment on the note account and then to the principal. Nonprogram loans are not eligible for deferral.

Prepayments of scheduled installments, or any portion of these installments, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in the regulations (7 CFR §1951.8) of the Farmers Home Administration according to the source of funds involved, shall, after payment of interest, be applied to the last installments to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled in this note.

If the Government at any time assigns this note and insures the payment of it, Borrower shall continue to make payments to the Government as collection agent for the holder. While this note is held by an insured holder, prepayments made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on an installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an installment due date basis shall be the date of the prepayment by Borrower, and the Government will pay the interest to which the holder is entitled accruing between such date and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection of this note or to preserve or protect any security for the loan or otherwise expended under the terms of any security agreement or other instrument executed in connection with the loan evidenced by this note, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced by this note and be immediately due and payable by Borrower to the Government without demand.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced by this note shall not be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. Unless the Government consents otherwise in writing, Borrower will operate such property as a farm if this is a Farm Ownership loan.

If "Consolidation and subsequent loan," "Debt write down," "Consolidation," "Rescheduling," or "Reamortization" is indicated in the "Action Requiring Note" block above, this note is given to consolidate, reschedule or reamortize, but not in satisfaction of the unpaid principal and interest on the following described note(s) or assumption agreement(s) (new terms):

FUND CODE/ LOAN NO.	FACE AMOUNT	INT. RATE	DATE	ORIGINAL BORROWER	LAST INSTALL. DUE
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19
	\$	%	, 19		, 19

Security instruments taken in connection with the loans evidenced by these described notes and other related obligations are not affected by this consolidating, rescheduling or reamortizing. These security instruments shall continue to remain in effect and the security given for the loans evidenced by the described notes shall continue to remain as security for the loan evidenced by this note, and for any other related obligations.

**REFINANCING (GRADUATION) AGREEMENT:** If at any time it shall appear to the Government that the Borrower may be able to obtain financing from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept a loan(s) in sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary stock. The provisions of this paragraph do not apply if the loan represented by this promissory note was made to the Borrower as a non-program loan.

**ANEJO - PAGARE**

El importe de este pagaré y la hipoteca que lo garantiza, ha sido ampliada y reamortizada al veinte (20) de febrero del dos mil tres (2003), dió un saldo deudor montante a doscientos veintiseis mil novecientos sesenta y siete dólares con diecinueve centavos (\$226,967.19) de principal y veinticuatro mil ochocientos ochenta dólares con ochenta y nueve centavos (\$24,880.89) de intereses para un nuevo y principal de doscientos cincuenta y un mil ochocientos cuarenta y ocho dólares con ocho centavos (\$251,848.08) el cual devengará intereses a razón del tres punto setenta y cinco por ciento (3.75%) anual. Por habersele dado un diferimiento de cinco años habra de ser pagada de la siguiente forma:

\$0.00 en 01-01-04

\$0.00 en 01-01-05

\$0.00 en 01-01-06

\$0.00 en 01-01-07

\$0.00 en 01-01-08

y \$\$35,390.00 subsiguientemente al primero (1ro) de enero de cada año excepto el pago final que vencerá y será pagadero el veinte (20) de febrero del dos mil dieciocho (2018), con intereses anual de tres punto setenta y cinco por ciento (3.75%), según consta en escritura numero veinticuatro (24) de reamortización préstamo hipotecario ante el Notario Efraín Bermúdez Rivera de fecha veinte (20) de febrero del dos mil tres (2003).

**LCDO. EFRAÍN BERMÚDEZ RIVERA**  
Calle Betances núm. 15, Altos  
Santa Isabel, Puerto Rico 00757  
Tel. y Fax. (787) 845-3420

ADDENDUM POR INTERESES DIFERIDOS:

ADDENDUM AL PAGARE FECHADO 9 DE SEPTIEMBRE DE 1999 POR LA CANTIDAD ORIGINAL DE \$300,000.00 AL 3.75% DE INTERES ANUAL. ESTE ACUERDO ENMIENDA Y SE ADHIERE AL PAGARE ARRIBA INDICADO. LA SUMA DE \$3,224.28 DE CADA PAGO REGULAR EN EL PAGARE SERA APLICADO AL INTERES QUE SE ACUMULE DURANTE EL PERIODO DE DIFERIMIENTO. EL REMANENTE DE PAGO REGULAR SERA APLICADO DE ACUERDO A LA SEC. 7-CFR, SUB PARTE A DE LA PARTE 1951. YO (NOSOTROS) ACORDAMOS FIRMAR UN ACUERDO DE PAGO SUPLEMENTARIOS Y HACER PAGOS ADICIONALES SI DURANTE EL PERIODO DE DIFERIMIENTO TENEMOS UN AUMENTO SUBSTANCIAL EN INGRESOS Y HABILIDAD DE PAGO.

20 DE FEBRERO DE 2003

  
JAIME ORTIZ LAGARES



### **SCHEDULE - PROMISSORY NOTE**

The amount of this promissory note and the mortgage that guarantees it, has been extended and re-amortized as of February twenty (20), two thousand three (2003). It gave a balance owed of two hundred twenty-six thousand nine hundred sixty-seven dollars and nineteen cents (\$226,967.19) of principal and twenty-four thousand eight hundred eighty dollars and eighty-nine cents (\$24,880.89) of interest for a new principal of two hundred fifty-one thousand eight hundred forty-eight dollars and eight cents (\$251,848.08), which shall accrue interest at a rate of three point seventy-five percent (3.75%) per annum. Because a five-year deferment has been granted, the new payment schedule shall be as follows:

\$0.00 on 01-01-04

\$0.00 on 01-01-05

\$0.00 on 01-01-06

\$0.00 on 01-01-07

\$0.00 on 01-01-08

and \$35,390.00<sup>1</sup> subsequently on January first (1st) of each year, except the final payment that shall be due and payable on February twenty (20), two thousand eighteen (2018). Same shall be payable for fifteen (15) years with annual interest of three point seventy-five percent (3.75%), pursuant to mortgage loan re-amortization deed number twenty-four (24), before the Notary Efrain Bermudez Rivera on February twenty (20), two thousand three (2003).

[Signature]

**EFRAÍN BERMÚDEZ RIVERA**

Calle Betances Núm. 15 Altos

Santa Isabel, Puerto Rico 00757

Tel and Fax: (787) 845-3420

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<sup>1</sup> *Translator's Note: Repeated dollar sign reflects original Spanish-language document.*



**ADDENDUM FOR DEFERRED INTEREST:**

ADDENDUM TO PROMISSORY NOTE DATED SEPTEMBER 9, 1999, IN THE ORIGINAL AMOUNT OF \$300,000.00 AT 3.75% ANNUAL INTEREST. THIS AGREEMENT AMENDS AND IS ATTACHED TO THE PROMISSORY NOTE INDICATED ABOVE. THE AMOUNT OF \$3,224.28 FROM EACH REGULAR PAYMENT ON THE PROMISSORY NOTE SHALL BE APPLIED TO THE INTEREST ACCRUED DURING THE DEFERMENT PERIOD. THE REMAINDER OF THE REGULAR PAYMENT SHALL BE APPLIED IN ACCORDANCE WITH SEC. 7-CFR, SUBPART-A, PART 1951.

I (WE) AGREE TO SIGN A SUPPLEMENTARY PAYMENT AGREEMENT AND MAKE ADDITIONAL PAYMENTS, IF WE HAVE A SUBSTANTIAL INCREASE IN OUR INCOME AND ABILITY TO PAY DURING THE DEFERMENT PERIOD.

FEBRUARY 20, 2003

[Signature]  
**JAIME ORTIZ LAGARES**

Forma FmHA 1927-1(S) PR  
(Rev. 6-93)

-----NUMERO NOVENTA Y UNO-----  
NUMBER

-----HIPOTECA VOLUNTARIA-----  
VOLUNTARY MORTGAGE

En Ponce, Puerto Rico, a los nueve (9) días del mes de  
septiembre de mil novecientos noventa y nueve (1999).--

-----ANTE MI-----  
BEFORE ME

---EFRAIN BERMUDEZ RIVERA,---  
-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Santa  
Attorney and Notary Public for the Island of Puerto Rico, with residence in Santa Isabel,

Isabel-----y oficina en Santa Isabel, Puerto Rico-----  
and office in Santa Isabel-----Puerto Rico.

-----COMPARECEN-----  
APPEAR

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-  
The persons named in paragraph TWELFTH of this mortgage-----

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales  
hereinafter called the "mortgagor" and whose personal circumstances-----

aparecen de dicho párrafo.-----  
appear from said paragraph.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos  
I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their--

de su edad, estado civil, profesión y vecindad.-----  
statements which I believe to be true of their age, civil status, profession and residence.

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración  
They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-  
of their property, and they have, in my judgment, the necessary legal capacity to grant this--

miento.-----  
voluntary mortgage.

-----EXPONEN-----  
WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el  
FIRST: That the mortgagor is the owner of the farm or farms described in--

párrafo UNDECIMO así como de todos los derechos e intereses en las mismas.  
paragraph ELEVENTH of this mortgage, and of all rights and interest in the same-----

denominada de aquí en adelante "los bienes".-----  
hereinafter referred to as "the property".

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que  
SECOND: That the property mortgaged herein is subject to the liens-----

se especifican en el párrafo UNDECIMO.-----  
specified in paragraph ELEVENTH herein.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de  
THIRD: That the mortgagor has become obligated to the United States-----

América, actuando por conducto de la Administración de Hogares de Agriculto-  
of America, acting through the Farmers Home Administration-----

res, denominado de aquí en adelante el "acreedor hipotecario" en relación con  
hereinafter called the "mortgagee" in connection with-----



un préstamo o préstamos evidenciado por uno o más pagarés o convenio de sub-  
a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)-----

rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por  
hereinafter called "the note" whether one or more. It is required by-----

el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de  
the Government that additional monthly payments of one-twelfth of the-----

las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se  
taxes, assessments, insurance premiums and other charges-----

hayan estimado sobre la propiedad hipotecada.-----  
estimated against the property.-----

CUARTO: Se sobreentiende que:-----  
FOURTH: It is understood that:-----

(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la  
(One) The note evidences a loan or loans to the mortgagor in the-----

suma de principal especificada en el mismo, concedido con el propósito y la inten-  
principal amount specified therein made with the purpose and intention-----

ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y  
that the mortgagee, at any time, may assign the note and-----

asegurar su pago de conformidad con el Acta de mil novecientos sesenta y uno  
insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One-----

consolidando la Administración de Hogares de Agricultores o el Título Quinto de  
consolidating the Farmers Home Administration or Title Five of-----

la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda-  
the Housing Act of Nineteen Hundred and Forty-Nine, as amended.-----

das.-----

(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede  
(Two) When payment of the note is guaranteed by the mortgagee-----

ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el  
it may be assigned from time to time and each holder of the insured note, in turn.-----

prestamista asegurado.-----  
will be the insured lender.-----

(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-  
(Three) When payment of the note is insured by the mortgagee, the-----

dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con  
mortgagee will execute and deliver to the insured lender along-----

el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-  
with the note an insurance endorsement insuring the payment of the note fully as to principal

tereses de dicho pagaré.-----  
and interest.-----

(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor  
(Four) At all times when payment of the note is insured by the mortgagee.-----

hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado,  
the mortgagee by agreement with the insured lender-----

determinarán en el endoso de seguro la porción del pago de intereses del pagaré  
as forth in the insurance endorsement will be entitled to a specified portion of the interest pay-

que será designada como "carga anual".-----  
ments on the note, to be designated the "annual charge".-----

(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-  
(Five) A condition of the insurance of payment of the note will be that the holder-----

dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-  
will forego his rights and remedies against the mortgagor and any-----



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quiera otros en relación con dicho préstamo así como también a los beneficios  
others in connection with said loan, as well as any benefit-----

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento  
of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de  
mortgagee's request will assign the note to the mortgagee should the mortgagee-----

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en  
violate any covenant or agreement contained herein, in the note, or any-----

cualquier convenio suplementario por parte del deudor.-----  
supplementary agreement.-----

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo  
(Six) It is the purpose and intent of this mortgage that, among other things,-----

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en  
at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor hipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca  
mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-  
shall secure payment of the note; but when the note is held by an insured-----

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte  
lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda,  
the debt evidenced thereby, but as to the note and such debt-----

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario  
shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-  
against loss under its insurance endorsement by reason of any default-----

plimiento por parte del deudor hipotecario.-----  
by the mortgagor.-----

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré  
FIFTH: That, in consideration of said loan and (a) at all times when the note-----

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-  
is held by the mortgagee, or in the event the mortgagee-----

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del  
should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del párrafo NOVE-  
Amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho  
hereof, with interest at the rate stipulated, and to secure prompt payment of the-----

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y  
note and any renewals and extensions thereof and any agreements contained therein,-----

(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-  
(b) at all times when the note is held by an insured lender, in guarantee-----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí  
of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-----

consignado para garantizar el cumplimiento del convenio del deudor hipotecario  
for securing the performance of the mortgagor's agreement-----

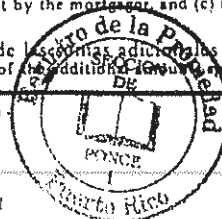
de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el en-  
hercin to indemnify and save harmless the mortgagee against loss under its-----

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-  
insurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el  
event and at all times whatsoever, in guarantee of the additional amounts specified in-----



*[Handwritten signature]*



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el  
subparagraph (Three) of paragraph NINTH hereof, and to secure the-----

cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí  
performance of every covenant and agreement of the mortgagor-----

contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por  
contained herein or in any supplementary agreement, the mortgagor-----

la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre  
hereby constitutes a voluntary mortgage in favor of the mortgagee on-----

los bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los  
the property described in paragraph ELEVENTH hereof, together with all rights,-----

derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes  
interests easements, hereditaments and appurtenances thereto belonging,-----

y los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e  
the rents, issues and profits thereof and revenues and-----

ingreso de los mismos, toda mejora o propiedad personal en el presente o que en  
income therefrom, all improvements and personal property now or-----

el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos,  
later attached thereto or reasonably necessary to the use thereof,-----

sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a  
all water, water rights and shares in the same pertaining to-----

las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario  
the farms and all payments at any time owing to the mortgagor-----

por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación  
by virtue of any sale, lease, transfer, conveyance or total or-----

total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre  
partial condemnation of or injury to any part thereof or interest-----

ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta  
therein, it being understood that this lien will continue in full force and effect until-----

que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y  
all amounts as specified in paragraph NINTH hereof, with interest before and-----

después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.  
after maturity until paid, have been paid in full,-----

En caso de ejecución, los bienes responderán del pago del principal, los intereses  
In case of foreclosure, the property will be answerable for the payment of the principal, interest-----

antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acree-  
thereon before and after maturity until paid, losses sustained by the-----

dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cual-  
mortgagee as insurer of the note, taxes, insurance premiums, and-----

quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor  
other disbursements and advances by the mortgagee for the mortgagor's account-----

hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas,  
with interest until repaid to the mortgagee, costs, expenses and-----

gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-  
attorney's fees of the mortgagee all extensions and renewals of any of-----

vación de dichas obligaciones con intereses sobre todas y toda otro cargo o suma  
said obligations, with interest on all and all other charges and additional-----

adicional especificada en el párrafo NOVENO de este documento.  
amounts as specified in paragraph NINTH hereof.-----

SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-----

SIXTH: That the mortgagor specifically agrees as follows:-----

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda  
(One) To pay promptly when due any indebtedness-----



*[Handwritten signature]*

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario  
to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any  
bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.  
loss under its insurance of payment of the note by reason of any default by the mortgagor.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el  
At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor  
mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.  
as collection agent for the holder.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación  
(Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los  
and any delinquency charges, now or hereafter required by

reglamentos de la Administración de Hogares de Agricultores.  
regulations of the Farmer's Home Administration.

(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-  
(Three) At all times when the note is held by an insured lender,

rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos  
any amount due and unpaid under the terms of the note, less

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor  
the amount of the annual charge, may be paid by the mortgagee to the holder

del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido  
of the note to the extent provided in the insurance endorsement

en el párrafo CUARTO anterior por cuenta del deudor hipotecario.  
referred to in paragraph FOURTH hereof for the account of the mortgagor.

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído  
Any amount due and unpaid under the terms of the note, whether it is held

por el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada  
by the mortgagee or by an insured lender, may be credited

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto  
by the mortgagee on the note and thereupon shall constitute an advance

por el acreedor hipotecario por cuenta del deudor hipotecario.  
by the mortgagee for the account of the mortgagor.

Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-  
Any advance by the mortgagee as described in this

párrafo devengará intereses a razón del TRES PUNTO SETENTA Y CINCO---  
subparagraph shall bear interest at the rate of THREE POINT SEVENTY FIVE---

por ciento ( 3.75 % )  
per cent ( 3.75 % )

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor  
per annum from the date on which the amount of the advance was due to the date of payment

hipotecario lo satisfaga.  
to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier  
(Four) Whether or not the note is insured by the mortgagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-  
and all amount advanced by the mortgagee for property insurance, repairs,

raciones, gravámenes u' otra reclamación para protección de los bienes hipoteca-  
liens and other claims, for the protection of the mortgagee's property,

dos o para contribuciones o impuestos u' otro cargo similar por razón de haber  
or for taxes or assessments or other similar charges by reason of the



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón  
mortgagor's failure to pay the same, shall bear interest at the rate-----

del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos  
stated in the next preceding subparagraph from the date of the advance-----

hasta que los mismos sean satisfechos por el deudor hipotecario.-----  
until repaid to the mortgagor.-----

(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-  
(Five) All advances made by mortgagee as described in this mortgage.-----

teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-  
with interest, shall be immediately due and payable by the mortgagor-----

tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio  
to mortgagee without demand at the-----

designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto  
place designated in the note and shall be guaranteed hereby. No such advance-----

hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación  
by mortgagee shall relieve the mortgagor from breach of his covenant-----

del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los  
to pay. Such advances, with interest shall be repaid from the-----

primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo  
first available collections received from mortgagor. Otherwise, any payments-----

pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier  
payment made by mortgagor may be applied on the note or any-----

otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor  
indebtedness to mortgagee secured hereby, in any order mortgagee-----

hipotecario determinare.-----  
determines.-----

(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para  
(Six) To use the loan evidenced by the note solely-----

los propósitos autorizados por el acreedor hipotecario.-----  
for purposes authorized by mortgagee.-----

(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, grava-  
(Seven) To pay when due all taxes, special assessments, liens-----

menes y cargas que graven los bienes o los derechos o intereses del deudor hipo-  
and charges encumbering the property or the right or interest of mortgagor-----

tecario bajo los términos de esta hipoteca.-----  
under the terms of this mortgage.-----

(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-  
(Eight) To procure and maintain insurance against fire and other hazards as required-----

ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie-  
by mortgagee on all existing buildings and improvements on the pro-----

nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y  
perty and on any buildings and improvements put there on in the future. The insurance against

otros riesgos serán en la forma y por las cantidades, términos y condiciones que  
fire and other hazards will be in the form and amount and on terms and conditions-----

aprobar el acreedor hipotecario.-----  
approved by mortgagee.-----

(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las  
(Nine) To keep the property in good condition and promptly make all-----

reparaciones necesarias para la conservación de los bienes; no cometerá ni per-  
necessary repairs for the conservation of the property; he will not commit nor-----

mitirá que se cometa ningún deterioro de los bienes, ni removerá ni demolerá  
permit to be committed any deterioration of the property; he will not remove nor demolish





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca.  
any building or improvement on the property; nor will he cut or remove wood from the farm

ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros  
nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other

minerales sin el consentimiento del acreedor hipotecario y, prontamente llevará  
minerals without the consent of mortgagee, and will promptly carry out

a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo  
the repairs on the property that the mortgagee may request from time

en tiempo. El deudor hipotecario cumplirá con aquellas prácticas de conservación  
to time. Mortgagor shall comply with such farm conservation practices

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en  
and farm and home management plans as mortgagee from time to

tiempo pueda prescribir.  
time may prescribe.

(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-  
(Ten) If this mortgage is given for a loan to a farm owner as identified

tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor  
in the regulations of the Farmers Home Administration, mortgagor

hipotecario personalmente operará los bienes por sí y por medio de su familia como  
will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a  
purpose and will not lease the farm or any part of it

menos que el acreedor hipotecario consienta por escrito en otro método de opera-  
unless mortgagee agrees in writing to any other method of operation

ción o al arrendamiento.  
or lease.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la  
(Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con  
information as to his income and expenses and any other information in regard to the

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos  
operation of the property, and to comply with all laws, ordinances, and regulations

que afecten los bienes o su uso.  
affecting the property or its use.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el  
(Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía  
to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-  
the security given is being lessened or impaired, and if such inspection or examination shall

minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-  
disclose, in the judgment of mortgagee, that the security given is being lessened

mada o deteriorada, tal condición se considerará como una violación por parte del  
or impaired, such condition shall be deemed a breach by the

deudor hipotecario de los convenios de esta hipoteca.  
mortgagor of the covenants of this mortgage.

(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión  
(Thirteen) If any other person interferes with or contests the right of possession

del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará  
of the mortgagor to the property, the mortgagor will immediately notify

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,  
mortgagee of such action, and mortgagee at its option,



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus  
 may institute the necessary proceedings in defense of its-----

intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos  
 interest, and any costs or expenditures incurred by mortgagee by said-----

procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán  
 proceedings will be charged to the mortgage debt and considered-----

garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria  
 by this mortgage within the additional credit of the mortgage clause-----

para adelantos, gastos y otros pagos.-----  
 for advances, expenditures and other payments.-----

(Catorce) Si el deudor hipotecario en cualquier tiempo mientras estuviere vigente  
 (Fourteen) If the mortgagor at any time while this mortgage remains in effect-----

esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-  
 should abandon the property or voluntarily deliver it to mortgagee,-----

dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-  
 mortgagee is hereby authorized and empowered-----

res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar  
 to take possession of the property, to rent and administer the same and collect-----

sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los  
 the rents, benefits, and income from the same and apply them first to the-----

gastos de cobro y administración y en segundo término al pago de la deuda eviden-  
 costs of collection and administration and secondly to the payment of the debt evidenced-----

ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada,  
 by the note or any indebtedness to mortgagee hereby guaranteed,-----

en el orden y manera que el acreedor hipotecario determinare,-----  
 in what ever order and manner mortgagee may determine,-----

(Quince) En cualquier tiempo que el acreedor hipotecario determinare que el deudor  
 (Fifteen) At any time that mortgagee determines that mortgagor-----

hipotecario puede obtener un préstamo de una asociación de crédito para produc-  
 may be able to obtain a loan from a credit association for production-----

ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un  
 a Federal Bank or other responsible source, cooperative or private, at a-----

tipo de interés y términos razonables para préstamos por tiempo y propósitos  
 rate of interest and reasonable periods of time and purposes,-----

similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará  
 mortgagor, at mortgagee's request will apply for and accept-----

y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-  
 said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to-----

surias en la agencia cooperativa en relación con dicho préstamo,-----  
 purchase any necessary shares of stock in the cooperative agency in regard to said loan,-----

(Dieciséis) El incumplimiento de cualesquiera de las obligaciones garantizadas  
 (Sixteen) Should default occur in the performance or discharge of any obligation secured-----

por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluida como  
 by this mortgage, or should mortgagor, or any one of the persons herein called-----

deudor hipotecario, faltare en el pago de cualquier cantidad o violare o no cumpliera  
 mortgagor, default in the payment of any amounts or violate or fail to comply-----

con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido  
 with any clause, condition, stipulation, covenant, or agreement contained herein,-----

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado  
 or in any supplementary agreement, or die or be declared an-----

incapaz, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-  
 incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of-----



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,-----

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,-----

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to-----

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness-----

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and-----

proceder a su ejecución de acuerdo con la ley y los términos de la misma: (Dos) to foreclose this mortgage in accordance with law and the provisions hereof: (Two)-----

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the-----

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as-----

conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-----

seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property-----

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three)-----

de solicitar la protección de la ley.----- request the protection of the law.-----

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee-----

todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements-----

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in- of this mortgage and of the note and of any supplementary agreement, including-----

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono- the costs of survey, evidence of title, court costs, recordation fee and-----

rarios de abogado.----- attorney's fees.-----

(Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and-----

hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement-----

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon- obligation herein set forth, and without affecting the liability-----

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness-----

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del favored herein, and without affecting the lien created upon said property or the priority of-----

gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereby authorized and empowered at-----

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli- any time (one) waive the performance of any covenant or obligation-----

gación aquí contenida o en el pagaré o cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement: (Two)-----



negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier  
deal in any way with mortgagor or grant to mortgagor any-----

indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el  
indulgence or forbearance or extension of the time for payment of the note (with the-----

consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-  
consent of the holder of the note when it is held by-----

mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-  
an insured lender) or for payment of any indebtedness to mortgagee-----

rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-  
hereby secured; or (three) execute and deliver partial releases of any-----

quier parte de los bienes de la hipoteca aquí constituida u otorgar diferimiento o  
part of said property from the lien hereby created or grant deferment or-----

postergación de esta hipoteca a favor de cualquier otro gravámen constituido sobre  
postponement of this mortgage to any other lien over-----

dichos bienes.-----  
said property.-----

(Discinueve) Todos los derechos, título e interés en y sobre la presente hipoteca.  
(Nineteen) All right, title and interest in or to this mortgage.-----

incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones  
including but not limited to the power to grant consents, partial releases.-----

parciales, subordinación, cancelación total, radica sola y exclusivamente en el  
subordination, and satisfaction, shall be vested solely and exclusively in-----

acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-  
mortgagee, and no insured lender shall have any right, title or interest-----

terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-----  
in or to the lien or any benefits herein contained.-----

(Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-  
(Twenty) Default hereunder shall constitute default under any-----

quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída  
other real estate or crop or chattel mortgage held-----

o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-  
or insured by mortgagee and executed or assumed by mortgagor.-----

otecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía  
and default under any such other security instrument shall-----

constituirá incumplimiento de esta hipoteca.-----  
constitute default hereunder.-----

(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será  
(Twenty-One) All notices to be given under this mortgage shall-----

remetido por correo certificado a menos que se disponga lo contrario por ley, y  
be sent by certified mail unless otherwise required by law.-----

será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto,  
and shall be addressed until some other address is designated in a notice so given.-----

en el caso del acreedor hipotecario a Administración de Hogares de Agricultores.  
in the case of mortgagee to Farmers Home Administration.-----

Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el  
United States Department of Agriculture, San Juan, Puerto Rico, and in the-----

caso del deudor hipotecario; a él a la dirección postal de su residencia según se  
case of mortgagor to him at the post office address of his residence as stated-----

especifica más adelante.-----  
hereinafter.-----

(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario  
(Twenty-Two) Mortgagor by these presents grants to mortgagee-----



*[Handwritten signature]*

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el importe de cualquier sentencia obtenido por expropiación forzosa para uso  
the amount of any judgment obtained by reason of condemnation proceedings for public -----

público de los bienes o parte de ellos así como también el importe de la sentencia  
use of the property or any part thereof as well as the amount of any judgment-----

por daños causados a los bienes. El acreedor hipotecario aplicará el importe así  
for damages caused to the property. The mortgagee will apply the amount so-----

recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del  
received to the payment of costs incurred in its collection and the balance to the payment-----

pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta  
of the note and any indebtedness to the mortgagee secured by this-----

hipoteca, y si hubiere algún sobrante, se reembolsará al deudor hipotecario.-----  
mortgage, and if any amount then remains, will pay such amount to mortgagor.-----

SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso  
SEVENTH: That for the purpose of the first sale to be held in case-----

de ejecución de esta hipoteca; de conformidad con la ley hipotecaria, según enmen-  
of foreclosure of this mortgage, in conformity with the mortgage law, as amended,-----

dada, el deudor hipotecario por la presente tasa los bienes hipotecados en la suma  
mortgagor does hereby appraise the mortgaged property in the amount-----

de TRESCIENTOS MIL DOLARES (\$300,000.00).-----  
of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00).-----

OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-  
EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-----

miento y se considerará en mora sin necesidad de notificación alguna por parte  
considered in default without the necessity of any notification of default or demand for pay-----

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Ad-  
ment on the part of mortgagee. This mortgage is subject to the rules and regulations of the-----

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos,  
Farmers Home Administration now in effect, and to its future regulations-----

no inconsistentes con los términos de esta hipoteca, así como también sujeta a  
not inconsistent with the provisions of this mortgage, as well as to the-----

las leyes del Congreso de Estados Unidos de America que autorizan la asignación  
laws of the Congress of the United States of America authorizing the making and-----

y aseguramiento del préstamo antes mencionado.-----  
insuring of the loan hereinb. fore mentioned.-----

NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:-----  
NINTH: The amounts guaranteed by this mortgage are as follows:-----

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de  
One. At all times when the note mentioned in paragraph THIRD of-----

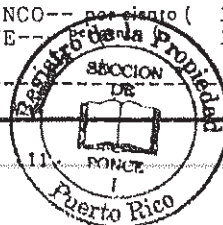
esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor  
this mortgage is held by mortgagee, or in the event mortgagee-----

hipotecario cediere esta hipoteca sin asegurar el pagaré TRESCIENTO MIL-----  
should assign this mortgage without insurance of the note, THREE HUNDRED THOUSAND

DOLARES (\$ 300,000.00  
DOLLARS \$ 300,000.00

el principal de dicho pagaré, con sus intereses según estipulados a razón del  
the principal amount of said note, together with interest as stipulated therein at the rate of

TRES PUNTO SETENTA Y CINCO-- por ciento ( 3.75 %/o) anual;  
THREE POINT SEVENTY FIVE-- 3.75 %/o) per annum;





Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado:  
Two. At all times when said note is held by an insured lender:

(A) TRESCIENTO MIL -----  
(A) THREE HUNDRED THOUSAND -----  
-----DOLARES (\$300,000.00)-  
-----DOLLARS (\$300,000.00)-

para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado  
for indemnifying the mortgagee for advances to the insured lender-----

por motivo del incumplimiento del deudor hipotecario de pagar los plazos según  
by reason of mortgagor's failure to pay the installments as-----

se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO.  
specified in the note, with interest as stated in paragraph SIXTH.-----

Tercero:-----  
Three:-----

(B) CUATROCIENTO CINCUENTA MIL-----  
(B) FOUR HUNDRED FIFTY THOUSAND -----  
-----DOLARES (\$ 450,000.00)  
-----DOLLARS (\$ 450,000.00)

para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda  
for indemnifying the mortgagee further against any loss it might-----

sufrir bajo su seguro de pago del pagaré.-----  
sustain under its insurance of payment of the note:-----

Tres. En cualquier caso y en todo tiempo:-----  
Three. In any event and at all times whatsoever:-----

(A) CINCUENTA Y SEIS MIL DOSCIENTOS CINCUENTA DOLARES==  
(A) FIFTY SIX THOUSAND TWO HUNDRED AND FIFTY DOLLARS---

(\$ 56,250.00 ) para intereses después de mora:-----  
(\$ 56,250.00 ) for default interest:-----

(B) SESENTA MIL DOLARES-----  
(B) SIXTY THOUSAND DOLLARS-----

(\$ 60,000.00 ) para contribuciones, seguro y otros adelantos para la con-  
(\$ 60,000.00 ) for taxes, insurance and other advances for the preservation-----

servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo  
and protection of this mortgage, with interest at the rate stated in paragraph-----

SEXTO, Tercero:-----  
SIXTH, Three:-----

(C) TREINTA MIL DOLARES-----  
(C) THIRTY THOUSAND DOLLARS-----

(\$ 30,000.00 ) para costas, gastos y honorarios de abogado en caso  
(\$ 30,000.00 ) for costs, expenses and attorney's fees in case-----

de ejecución:-----  
of foreclosure:-----

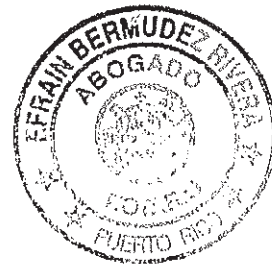
(D) TREINTA MIL DOLARES-----  
(D) THIRTY THOUSAND DOLLARS-----

(\$ 30,000.00 ) para costas y gastos que incurriere el acreedor hipoteca-  
(\$ 30,000.00 ) for costs and expenses incurred by the mortgagee in-----

rio en procedimientos para defender sus intereses contra cualquier persona que inter-  
proceedings to defend its interests against any other person interfering with-----

venga o impugne el derecho de posesión del deudor hipotecario a los bienes según  
or contesting the right of possession of mortgagor to the property as-----

se consigna en el párrafo SEXTO, Trece.-----  
provided in paragraph (SIXTH, Thirteen.-----



*[Handwritten signature]*

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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO  
TENTH: That the note(s) referred to in paragraph THIRD-----

de esta hipoteca es (son) descrito(s) como sigue:-----  
of this mortgage is (are) described as follows:-----

"Pagaré otorgado en el caso número SESENTA Y TRES RAYA TREINTA Y--  
"Promissory note executed in case number

TRES RAYA QUINIENTOS OCHENTA RAYA SETENTA Y DOS RAYA--  
TREINTA CUARENTA Y CUATRO (63-33-----

----- fecha de otorgamiento (09)  
dated the nine-----

----- de septiembre----- de mil novecientos-----  
----- (09)----- day of september----- nineteen hundred and ninety-----

noventa y nueve (1999) por la suma de TRESCIENTOS MIL-----  
nine (1999)----- in the amount of THREE HUNDRED THOU--

(\$300,000.00)----- dólares de principal más  
SAND DOLLARS (\$300,000.00)----- of principal plus

intereses sobre el balance del principal adeudado a razón del TRES PUNTO SE--  
Interest over the unpaid balance at the rate of THREE POINT SEVENTY FIVE-----

TENTA Y CINCO----- 3.75% } por ciento anual,  
----- 3.75% } percent per annum,

hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi-  
until the principal is totally paid according to the terms, installments, -----

ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos  
conditions and stipulation contained in the promissory note and as agreed-----

entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí  
between the borrower and the Government, except that the final installment of the

representada, de no haber sido satisfecho con anterioridad, vencerá y será pagadero  
entire debt herein evidenced, if not sooner paid, will be due -----

a los TRECE AÑOS (13)-----  
and payable THIRTEEN (13)-----

años de la fecha de este pagaré-----  
years from the date of this promissory note -----

Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el  
Said promissory note is given as evidence of a loan made by the -----

Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados  
Government to the borrower pursuant to the law of the Congress of the United-----

Unidos de América denominada "Consolidated Farm and Rural Development Act  
States of America known as "Consolidated Farm and Rural Development Act"-----

of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según  
of 1961" or pursuant to "Title V of the Housing Act of 1949, as-----

han sido enmendadas y está sujeto a los presentes reglamentos de la Administración  
amended, and is subject to the present regulations of the Farmers-----

de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha  
Home Administration and to its future regulations not inconsistent with the -----

Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE-----  
express provision thereof. Of which description I, the authorizing Notary, GIVE FAITH.-----

UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se  
ELEVENTH: That the property object of this deed and over which -----

constituye Hipoteca Voluntaria, se describe como sigue-----  
voluntary mortgage is constituted, is described as follows-----





---VER ANEJOS 14-A y 14B---

Adquirió el prestatario la descrita finca por VER ANEJO---  
Borrower acquired the described property by

según consta de la Escritura Número ---  
pursuant to Deed Number

de fecha ---  
dated

otorgada en la ciudad de ---  
executed in the city of

ante el Notario ---  
before Notary

Dicha propiedad se encuentra ---  
Said property is

DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote-  
TWELFTH: The parties appearing in the present deed as Mortgagors ---

carios  
are

cuya dirección postal es: ---  
whose postal address is:

DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado  
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used---





*[Handwritten signature]*

---NUMERO UNO: RUSTICA: Predio de terreno radica--do en el Barrio Collores del término municipal de--Juana Díaz, con una cabida superficial de SEIS MIL--SETECIENTOS ONCE METROS CUADRADOS CON NOVENTA Y ---CINCO CENTIMETROS (6,711.95 m/c) equivalentes a una cuerda con siete mil setenta y siete diez milésimas de otra (1.7077 cdas.). En lindes por el Norte en cuarenta y dos metros cincuenta y tres centímetros con la carretera Estatal Número Quinientos Doce que conduce del Barrio Collores a la Carretera Estatal Central Número Catorce; por el Sur, en dos medidas lineales que totalizan cincuenta y un metros cin-- cuenta centímetros y colinda con la faja verde des--tinada a uso público, siendo dichas medidas linea--les respectivamente de treinta y dos metros; diez y nueve metros cincuenta centímetros; por el Este, en ciento ocho metros sesenta y tres centímetros--- colinda con la parcela descrita con la letra "B"-- en el plano de inscripción; por el Oeste, en una--- alineación de cincuenta y nueve metros cinco centí-- metros en lindes con la faja de terreno descrita en el plano de inscripción con la letra "E" la cual se destinará a uso público y por el costado noroeste-- en sesenta y cuatro metros sesenta y dos centímetros colinda con terrenos de Ramón Antonio Degró.-----

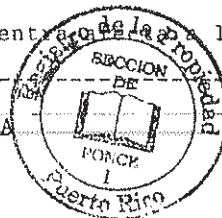
---Inscrita al folio ciento once (111), tomo dos--cientos cinco (205) de Juana Díaz, finca Siete mil--trescientos veintiseis A (7326A), inscripción octa--va (8va).-----

---NUMERO DOS: RUSTICA: - Parcela radicada en el--Barrio Collores, del término municipal de Juana --Díaz con cabida superficial de cuatro mil quinien--tos sesenta y seis metros cuadrados, con sesenta y siete centímetros de otro (4.566.67 m/c) equivalen--tes a una cuerda con mil seiscientos diez y nueve--diez milésimas de otra, lindando por el Norte en --dos alineaciones irregulares de treinta y siete---- metros, quince centímetros y cinco metros treinta y ocho centímetros; ambas con la Carretera Estatal--- Número Quinientos Doce; por el Sur, en dos alinea--ciones irregulares de veintiún metros noventa centí-- metros y veintiún metros, ambas con parcela descrita con la letra "C" en el plano de inscripción y -- por el Oeste, en ciento ocho metros, sesenta y tres centímetros con la parcela descrita con el número-- uno precedente.-----

---Inscrita al folio ciento dieciseis (116), tomo--doscientos cinco (205) de Juana Díaz, Finca -----Siete mil trescientos veintisiete B(7327B), ins---cripción octava (8va).-----

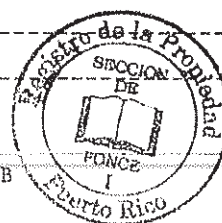
---Adquirió el prestatario las descritas fincas por compra a Lorenzo Anadón Pontón e Isabel Ramírez--- según consta de la Escritura Número Treinta (30)--- de fecha once de mayo de mil novecientos setenta y seis (1976), otorgada en Ponce, Puerto Rico, ante -- el Notario Antonio Zapater Cajigas.-----

---Dicha propiedad se encuentra de la p... las si---guientes hipotecas:-----





---Hipoteca por CINCUENTA MIL DOLARES (\$50,000.00)  
a favor de MOLINOS NACIONALES, INC.;-----  
de fecha 29 de enero de 1982;-----  
---Hipoteca por TREINTA Y TRES MIL SEISCIENTOS---  
DOLARES (\$33,600.00) a favor de la Corporación de-  
CREDITO AGRICOLA, de fecha 25 de octubre de 1982;--  
---Hipoteca por TREINTA Y TRES MIL SEISCIENTOS---  
DOLARES (\$33,600.00) a favor Corporación CREDITO--  
AGRICOLA de fecha 4 de abril de 1983;-----  
---Hipoteca por NOVENTA MIL DOLARES (\$90,000.00)--  
a favor de ADMINISTRACION DE FOMENTO Y DESARROLLO--  
AGRICOLA de fecha 14 de julio de 1983;-----  
---Hipoteca por CIENTO VEINTE MIL (\$120,000.00)---  
DOLARES al Portador del 12 de abril de 1996;-----  
---Hipoteca por CIENTO SETENTA Y OCHO MIL OCHOCIENTOS  
DOLARES (\$178,800.00) a favor de FARM SERVICE--  
AGENCY del 19 de febrero de 1997.-----  
---DUODECIMO: Que comparecen en la presente escri-  
tura como Deudores Hipotecarios JAIME LUIS ORTIZ---  
LAGARES, seguro social : -----  
-----  
-----  
mayor de edad, soltero, agricultor--  
y vecino de Juana Díaz,, Puerto Rico, cuya direc-  
ción postal es: HCO3 Box Diecisiete mil tres-----  
cientos cincuenta y ocho (HCO3 Box 17358), Juana--  
Díaz, Puerto Rico cero cero siete noventa y cinco--  
(00795).-----  
---DECIMO TERCERO: El importe del préstamo aquí---  
consignado se usó o será usado-----



Forma FmHA 427-1(S) PR  
(Rev. 10-82)



*[Handwritten signature]*  
*[Handwritten text: 10/10/20]*

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones  
for agricultural purposes and the construction and/or repair or improvement of the physical  
físicas en la finca(s) descrita(s).  
installations on the described farm(s).

DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-  
FOURTEENTH: The borrower will personally occupy and use any structure

tura que haya sido construída, mejorada o comprada con el importe del préstamo  
constructed, improved or purchased with the proceeds of the loan

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos  
herein guaranteed and shall not lease or use for other purposes said structure unless

que el Gobierno lo consienta por escrito. La violación de esta cláusula como la  
the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el  
violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en  
the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la  
Government at its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.  
the foreclosure of the mortgage.

DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción  
FIFTEENTH: This mortgage expressly extends to all construction

o edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-  
or building existing on the farm(s) hereinbefore described and all improvement,

ción o edificación que se construya en dicha finca(s) durante la vigencia del prés-  
construction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales  
mortgage loan constituted in favor of the Government is in effect, made by the present

dueños deudores o por sus cesionarios o causahabientes.  
owners or by their assignees or successors.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada  
SIXTEENTH: The mortgagor by these presents hereby waives jointly and

y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o  
severally for himself and on behalf of his heirs, assignees, successors or

representantes a favor del acreedor (Administración de Hogares de Agricultores).  
representatives, in favor of mortgagee (Farmers Home Administration)

cualquier derecho de Hogar Seguro (Homestead) que en el present o en el futuro  
any Homestead right (Homestead) that presently or in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios  
he may have in the property described in paragraph eleventh and in the buildings

allí enclavados o que en el futuro fueran construídos; renuncia esta permitida  
thereon or which in the future may be constructed; this waiver being permitted

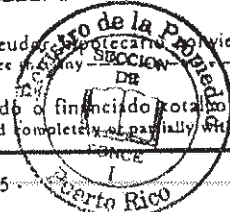
a favor de la Administración de Hogares de Agricultores por la Ley Número trece  
in favor of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31)  
(13) of the twenty-eight of May, nineteen hundred sixty-nine (1969) (31)

L.P.R.A. (1951) -  
L.P.R.A. (1951) -

DECIMO SEPTIMO: El acreedor y el deudor  
SEVENTEENTH: Mortgagee and mortgagor agree

que estufa, horno, calentador comprado o financiado totalmente o parcialmente con  
stove, oven, water heater, purchased or financed completely or partially with



fondos del préstamo aquí garantizado, se considerara e interpretará como parte  
funds of the loan herein guaranteed, will be considered and understood to form part

de la propiedad gravada por esta Hipoteca.  
of the property encumbered by this Mortgage.

DECIMO OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse  
EIGHTEENTH: The mortgagor agrees and obligates himself to move

y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta  
and occupy the property object of this deed within the following sixty

días a partir de la fecha de la inspección final; y en caso de circunstancias impre-  
days from the date of final inspection, and in the event of unforeseen circumstances

vistas fuera del control del deudor hipotecario que le impidiera mudarse, este lo  
beyond his control which would impede him to do so, he will

notificará por escrito al Supervisor Local.  
notify it in writing to the County Supervisor.

DECIMO NOVENO: Toda mejora, construcción o edificación que se construya  
NINETEENTH: All improvement, construction or building constructed

en dicha finca durante la vigencia antes mencionada deberá ser construida previa-  
on said farm(s) during the term hereinbefore referred to, must be made with the previous

autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-  
consent in writing of mortgagee in accordance with present regulations

sentes y aquellos futuros que se promulgaran de acuerdo a las leyes federales y  
or future ones that may be promulgated pursuant to the federal and

locales no inconsistentes o incompatibles con las leyes actuales que gobiernan  
local laws not inconsistent or incompatible with the present laws which govern

estos tipos de préstamos.  
these types of loans.

VIGESIMO: Este instrumento garantiza asimismo el rescate o recuperación de  
TWENTIETH: This instrument also secures the recapture of

cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios  
any interest credit or subsidy which may be granted to the borrower(s) by the

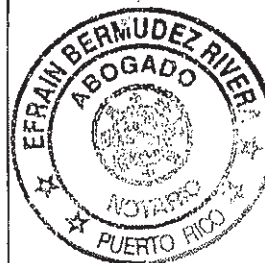
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código  
Government pursuant to Forty-Two

de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)---  
U.S.C. Fourteen Ninety-a (42 U.S.C. 1490a)---

---Se hace constar que donde dice FARMERS HOME ADMINIS-  
TRATION (Administración de Hogares de Agricultores---  
debe decir FARM SERVICE AGENCY (Agencia de Servicios---  
a Agricultores) que es su nombre actual.---

---FINCA A responderá por \$150,000.00---

---FINCA B responderá por \$150,000.00---



*[Handwritten signature]*

Forma FmHA 1927-1(S) PR  
(Rev. 6-93)

-----ACEPTACION-----  
ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez  
The appearing party (parties) ACCEPT(S) this deed in the manner drawn once-----

yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.-----  
I, the authorizing Notary, have made to him (them) the pertinent legal warnings.-----

Así lo dicen y otorgan ante mí, el Notario autorizante, el (lós) compareciente(s)  
So they say and execute before me, the authorizing Notary, the appearing party (parties)-----

sin requerir la presencia de testigos después de renunciar su derecho a ello del que  
without demanding the presence of witnesses after waiving his (their) right to do so of which

le(s) advertí.-----  
I advised him (them).-----

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n)  
After this deed was read by the appearing party(parties) he (they) ratify its-----

en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura  
contents, place(s) his (their) initials on each of the folios of this deed-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY  
including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.-----  
FAITH to everything contained in this deed.-----

Firmado: JAIME LUIS ORTIZ LAGARES

Firmado, sellado y rubricado:

LCDO. EFRAIN BERMUDEZ RIVERA

Hay cancelados en el original los correspondientes sellos de Rentas Internas y el Impuesto Notarial. Las iniciales de los otorgantes aparecen estampadas en cada uno de los folios del original.

CERTIFICO: Que la que precede es copia fiel y exacta de su original, que bajo el número 91 obra en mi protocolo de instrumentos públicos para el año mil novecientos noventa y nueve la cual, (incluyendo los documentos anejos al original) contiene 17 folios.

(CERTIFICO, además que la(s) copia(s) del de los documento(s) anejo(s) a esta copia(s) fiel y exacta(s) del (de los) que obra(n) anejo(s) al original de esta escritura).

EN TESTIMONIO DE LO CUAL, expido la primera copia certificada a solicitud de Farm Service Agency en Ponce, Puerto Rico, hoy día 9 de sept. de 1999.





Incento en:

fincas: 7326 y 7327 de forma dúg

folios: 111 y 116

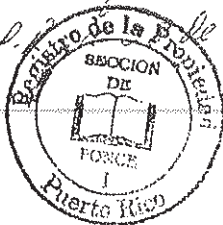
Tomo: 434

lancos: 11<sup>ma</sup> y 10<sup>ma</sup>, respectivamente

Cargos: Afecta la finca 7326 por su procedencia a dos servidumbres a favor de la A. C. E. de P. R. y secundaria a favor del E. S. H. de P. R., por sí a: hipoteca a favor de las esposas Juana Aradón Antón e Isabel Román por la suma de \$7,300.00, dos hipotecas a favor del Portador las sumas principales de \$30,000.00 y \$72,000.00, dos hipotecas a favor de la Corporación de Crédito Agrícola por las sumas de \$20,160.00, cada una, hipoteca a favor de la Administración de Fomento y Desarrollo Agrícola por la suma principal de \$90,000.00, hipoteca a favor de Estados Unidos de América por la suma principal de \$172,800.00, a hipoteca a favor del Banco de Desarrollo Económico para Puerto Rico por la suma de \$125,000.00 y afecta además a la hipoteca constituida por este documento y la finca # 7327 esta afecta por su procedencia a dos servidumbres a favor de la A. C. E. de P. R. y secundaria a favor del E. S. H. de P. R. por sí a hipoteca a favor de las esposas Juana Aradón Antón e Isabel Román por la suma de \$9,400.00, a dos hipotecas a favor del Portador por las sumas de \$30,000.00 y \$42,000.00, dos hipotecas a favor de la Corporación de Crédito Agrícola por las sumas de \$13,440.00, cada una, hipoteca a favor de Estados Unidos de América por la suma principal de \$172,800.00, a hipoteca a favor del Banco de Desarrollo Económico para Puerto Rico por la suma de \$125,000.00 y además esta afecta a la hipoteca constituida por este documento. Ponce, P. R. 10 de marzo del 2000

En laucha

7/1/20



*[Handwritten signature]*



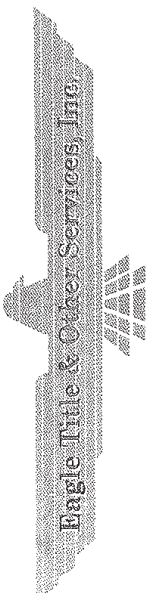
## TITLE SEARCH

Exhibit 7

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

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CLIENT: JAIME ORTIZ LAGARES

REF: 1521.341

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 7,326, recorded at page 110 of volume 205 of Juana Díaz, Registry of Ponce, Puerto Rico, section I.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RUSTICA:** Predio de terreno radicado en el Barrio Collores del término municipal de Juana Díaz, con una cabida superficial de seis mil setecientos once metros cuadrados con noventa y cinco centímetros (6,711.95 m/c) equivalentes a una cuerda con siete mil setenta y siete diez milésimas de otra (1.7077 cdas.). En lindes por el **NORTE**, en cuarenta y dos metros cincuenta y tres centímetros con la carretera Estatal número Quinientos Doce que conduce del Barrio Collores a la Carretera Estatal Central número Catorce; por el **SUR**, en dos medidas lineales que totalizan cincuenta y un metros cincuenta centímetros y colinda con la faja verde destinada a uso público, siendo dichas medidas lineales respectivamente de treinta y dos metros; diez y nueve metros cincuenta centímetros; por el **ESTE**, en ciento ocho metros sesenta y tres centímetros colinda con la parcela descrita con la letra "B" en el plano de inscripción; por el **OESTE**, en una alineación de cincuenta y nueve metros cinco centímetros en lindes con la faja de terreno descrita en el plano de inscripción con la letra "E" la cual se destinará a uso público y por el costado Noroeste en sesenta y cuatro metros sesenta y dos centímetros colinda con terrenos de Ramón Antonio Degró.

**ORIGIN:**

It is segregated from property number 6,118, recorded at page 102, volume 179 of Juana Díaz.

**TITLE:**

This property is registered in favor of JAIME LUIS ORTIZ LAGARES, single, who acquired this property and other, by purchase from Lorenzo Anadón Pontón and his wife Isabel Ramírez, at a price of \$24,000.00, responding this property by \$14,600.00, pursuant to deed #30, executed in Ponce, Puerto Rico, on May 11, 1976, before Notary Public Antonio Zapater Cajigas, recorded at page 111 of volume 205 of Juana Díaz, property number 7,326, 2<sup>nd</sup> inscription.

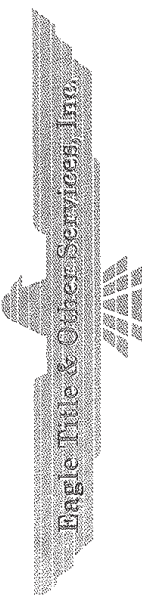
**LIENS AND ENCUMBRANCES:**

- I. By reason of its origin this property is encumbered by the following:
  - (2) Easements in favor of Autoridad de Fuentes Fluviales  
Easement in favor of Commonwealth of Puerto Rico
- II. By reason of itself this property is encumbered by the following:
  1. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, in favor of Lorenzo Anadón Pontón and his wife Isabel Ramírez, (postponed payment) in the original principal amount of \$12,000.00 responding by \$7,300.00, with 8% annual interests, due on 5 years, constituted by deed #30, executed in Ponce, Puerto Rico, on May 11, 1976, before Notary Public Antonio Zapater Cajigas, recorded at page 111 of volume 205 of Juana Díaz, property number 7,326, 2<sup>nd</sup> inscription.

# ESTUDIOS DE TITULO SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
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estudios@eagletitlepr.com

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PAGE #2  
PROPERTY #7,326

2. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of United States of America, in the original principal amount of \$178,800.00, responding by \$89,400.00, with 3.75% annual interests, due on 13 years, constituted by deed #20, executed on February 19, 1997, before Notary Public Efraín Bermúdez Rivera; clarified by deed #42, executed in Santa Isabel, Puerto Rico, on April 2, 1997, before the same Notary Public, recorded at page 74 of volume 377 of Juana Díaz, property number 7,326, 9<sup>th</sup> inscription.
3. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of Banco Desarrollo Económico para Puerto Rico, in the original principal amount of \$300,000.00, responding by \$125,000.00, with 10.25% annual interests, due on presentation, constituted by deed #144, executed in San Juan, Puerto Rico, on August 19, 1996, before Notary Public José Alberto Moure; clarified by deed #159, executed in San Juan, Puerto Rico, on October 23, 1996, before same Notary Public, recorded at page 111 of volume 434 of Juana Díaz, property number 7,326, 10<sup>th</sup> inscription.
4. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of Farm Services Agency, in the original principal amount of \$300,000.00, responding by \$150,000.00, with 3.75% annual interests, due on 13 years, constituted by deed #91, executed in Ponce, Puerto Rico, on September 9, 1999, before Notary Public Efraín Bermúdez Rivera, recorded at overleaf of page 111 of volume 434 of Juana Díaz, property number 7,326, 11<sup>th</sup> inscription.
5. The mortgage of \$178,800.00 of the 9<sup>th</sup> inscription was modified as follows: Due to a five year deferral, the new form of payment will be as follows: \$472.00 on January 1, 2004; \$472.00 on January 1, 2005; \$472.00 on January 1, 2006; \$472.00 on January 1, 2007; \$472.00 on January 1, 2008 and \$24,637.00 subsequent to January 1 of each year, except the final payment will due and be payable on February 20, 2018, and due on 15 years, with 3.75% interests. Today it has a balance of \$155,287.12 of principal and \$22,013.15 of interest for a new principal amount of \$177,300.27, constituted by deed #23, executed in Ponce, Puerto Rico, on February 20, 2003, before Notary Public Efraín Bermúdez Rivera, recorded at page 112 of volume 434 of Juana Díaz, property number 7,326, 13<sup>th</sup> inscription.
6. **LAWSUIT ANNOTATION:** Executed in the First Instance Court of Ponce, civil case #JCD2002-0668, on May 30, 2002, for reason of Collection of Money and Foreclosure by Banco Desarrollo Económico para Puerto Rico, plaintiff, versus Jaime Ortiz Lagares, defendant, by the amount of \$275,227.09, plus interests, recorded at overleaf of page 112 of volume 434 of Juana Díaz, property number 7,326, annotation A dated May 24, 2010.
7. **FEDERAL TAX LIEN:** Recorded at book number 8, page 15, entry 4, notification number 641047910, against Jaime L. Ortiz Lagares, Social Security number 66-0301642, in the amount of \$5,246.84, dated April 20, 2010. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

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 estudios@eagletitlepr.com

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PAGE #3  
 PROPERTY #7,326

## REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 13<sup>th</sup>, 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

~~EAGLE TITLE AND OTHER SERVICES, INC.~~

Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 13<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 9,434

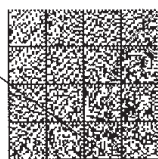
Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.

RECIBO

4019-02165459

Sello



NOTARY PUBLIC

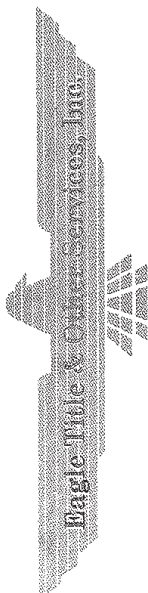
## TITLE SEARCH

Exhibit 8

ESTUDIOS DE TITULO  
SEGUROS DE TITULO

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
 TELS. (787) 748.1130 / 748.8577 • FAX (787) 748-1143  
 estudios@eagletitlepr.com

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CLIENT: JAIME ORTIZ LAGARES

REF: 1521.341

BY: TAIMARY ESCALONA

**PROPERTY NUMBER:** 7,327, recorded at page 116 of volume 205 of Juana Díaz, Registry of Ponce, Puerto Rico, section I.

**DESCRIPTION: (As it is recorded in the Spanish language)**

**RUSTICA:** Parcela radicada en el Barrio Collores, del término municipal de Juana Díaz, con una cabida superficial de **cuatro mil quinientos sesenta y seis metros cuadrados, con sesenta y siete centímetros de otro (4,566.67 m/c) equivalentes a una cuerda con mil seiscientos diez y nueve diez milésimas de otra**, lindando por el **NORTE**, en dos alineaciones irregulares de treinta y siete metros, quince centímetros y cinco metros treinta y ocho centímetros; ambas con la carretera estatal número Quinientos Doce; por el **SUR**, en dos alineaciones irregulares de veintiún metros noventa centímetros y veintiún metros, ambas con parcela destinada a uso público; por el **ESTE**, en ciento tres metros ochenta y cinco centímetros con la parcela descrita con la letra "C" en el plano de inscripción; y por el **OESTE**, en ciento ocho metros, sesenta y tres centímetros con la parcela descrita con el número uno precedente.

**ORIGIN:**

It is segregated from property number 6,118, recorded at page 102, volume 179 of Juana Díaz.

**TITLE:**

This property is registered in favor of JAIME LUIS ORTIZ LAGARES, single, who acquired this property and other, by purchase from Lorenzo Anadón Pontón and his wife Isabel Ramírez, at a price of \$24,000.00, responding this property by \$12,000.00, pursuant to deed #30, executed in Ponce, Puerto Rico, on May 11, 1976, before Notary Public Antonio Zapater Cajigas, recorded at overleaf of page 116 of volume 205 of Juana Díaz, property number 7,327, 2<sup>nd</sup> inscription.

**LIENS AND ENCUMBRANCES:**

I. By reason of its origin this property is encumbered by the following:

(2) Easements in favor of Autoridad de Fuentes Fluviales  
 Easement in favor of Commonwealth of Puerto Rico

II. By reason of itself this property is encumbered by the following:

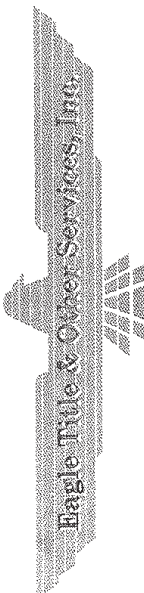
1. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, in favor of Lorenzo Anadón Pontón and his wife Isabel Ramírez, (postponed payment) in the original principal amount of \$12,000.00 responding by \$4,700.00, with 8% annual interests, due on 5 years, constituted by deed #30, executed in Ponce, Puerto Rico, on May 11, 1976, before Notary Public Antonio Zapater Cajigas, recorded at overleaf of page 116 of volume 205 of Juana Díaz, property number 7,327, 2<sup>nd</sup> inscription.



# ESTUDIOS DE TITULO SEGUROS DE TITULO

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TELS. (787) 748-1130 / 748-8577 • FAX (787) 748-1143  
estudios@eagletitlepr.com

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PAGE #2  
PROPERTY #7,327

2. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of United States of America, in the original principal amount of \$178,800.00, responding by \$89,400.00, with 3.75% annual interests, due on 13 years, constituted by deed #20, executed on February 19, 1997, before Notary Public Efraín Bermúdez Rivera; clarified by deed #42, executed in Santa Isabel, Puerto Rico, on April 2, 1997, before the same Notary Public, recorded at page 79 of volume 377 of Juana Díaz, property number 7,327, 8<sup>th</sup> inscription.
3. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of Banco Desarrollo Económico para Puerto Rico, in the original principal amount of \$300,000.00, responding by \$175,000.00, with 10.25% annual interests, due on presentation, constituted by deed #144, executed in San Juan, Puerto Rico, on August 19, 1996, before Notary Public José Alberto Moure; clarified by deed #159, executed in San Juan, Puerto Rico, on October 23, 1996, before same Notary Public, recorded at page 116 of volume 434 of Juana Díaz, property number 7,327, 9<sup>th</sup> inscription.
4. **MORTGAGE:** Constituted by Jaime Luis Ortiz Lagares, over this property and other, in favor of Farm Services Agency, in the original principal amount of \$300,000.00, responding by \$150,000.00, with 3.75% annual interests, due on 13 years, constituted by deed #91, executed in Ponce, Puerto Rico, on September 9, 1999, before Notary Public Efraín Bermúdez Rivera, recorded at overleaf of page 116 of volume 434 of Juana Díaz, property number 7,327, 10<sup>th</sup> inscription.
5. The mortgage of \$178,800.00 of the 9<sup>th</sup> inscription was modified as follows: Due to a five year deferral, the new form of payment will be as follows: \$0.00 on January 1, 2004; \$0.00 on January 1, 2005; \$0.00 on January 1, 2006; \$0.00 on January 1, 2007; \$0.00 on January 1, 2008 and \$35,390.00 subsequent to January 1 of each year, except the final payment will due and be payable on February 20, 2018, and due on 15 years, with 3.75% interests. Today it has a balance of \$226,967.19 of principal and \$24,880.89 of interest for a new principal amount of \$251,848.08, constituted by deed #24, executed in Ponce, Puerto Rico, on February 20, 2003, before Notary Public Efraín Bermúdez Rivera, recorded at page 117 of volume 434 of Juana Díaz, property number 7,327, 12<sup>th</sup> inscription.
6. **LAWUIT ANNOTATION:** Executed in the First Instance Court of Ponce, civil case #JCD2002-0668, on May 30, 2002, for reason of Collection of Money and Foreclosure by Banco Desarrollo Económico para PR, plaintiff, versus Jaime Ortiz Lagares, defendant, by the amount of \$275,227.09, plus interests, recorded at overleaf of page 112 of volume 434 of Juana Díaz, property number 7,327, annotation A dated May 24, 2010.
7. **FEDERAL TAX LIEN:** Recorded at book number 8, page 15, entry 4, notification number 641047910, against Jaime L. Ortiz Lagares, Social Security number 66-0301642, in the amount of \$5,246.84, dated April 20, 2010. **There is no warranty about the identity of the owner and the foreclosure subject being the same person.**

PAGE #3  
PROPERTY #7,327

**ESTUDIOS DE TITULO  
SEGUROS DE TITULO**

P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467  
TELS. (787) 748-1130 / 748-8577 - FAX (787) 748-1143  
estudios@eagletitlepr.com

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.

Eagle Title & Other Services, Inc.

**REVIEWED:**

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to November 13<sup>th</sup>, 2020.

**NOTICE:** The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed farms and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of degree studies and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this study due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

**EAGLE TITLE AND OTHER SERVICES, INC.**

Authorized signature

mcr/mv/F

I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:

1. That my name and personal circumstances are the above mentioned.
2. That on November 13<sup>th</sup>, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4435

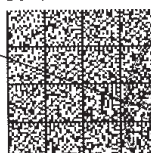
Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this 22 day of December of 2020.

RECIBO

4019-02165460

Sello



NOTARY PUBLIC



**DEPARTAMENTO DE SALUD - REGISTRO DEMOGRAFICO**  
(DEPARTMENT OF HEALTH - DEMOGRAPHIC REGISTRY)

**CERTIFICADO DE DEFUNCION**  
(DEATH CERTIFICATE)

NUMERO DE CERTIFICADO (CERTIFICATE NUMBER)  
152-2011-01610-020859-232690-01989805

NOMBRE DEL FALLECIDO (DECEASED NAME)  
JAIME ORTIZ LAGARES

SEGURO SOCIAL (SOCIAL SECURITY)  
580-72-3044

SEXO (SEX)  
M

ESTADO CIVIL (MARITAL STATUS)  
DIVORCIADO (DIVORCED)

NOMBRE CONYUGE (SPOUSE'S NAME)  
ROSAEL PAGAN

FECHA DEFUNCION (DEATH DATE)  
21 SEP 2011

FECHA REGISTRO (REGISTRATION DATE)  
23 SEP 2011

LUGAR DEFUNCION (DEATH PLACE)  
PONCE, PUERTO RICO

FUE EMBALSAMADO? (EMBALMED?)  
SI FUE EMBALSAMADO (EMBALMED)

CAUSA DE MUERTE (CAUSE OF DEATH)  
SEPTICEMIA

FECHA NACIMIENTO (BIRTH DATE)  
23 MAY 1925

EDAD (AGE)  
86 AÑOS

LUGAR NACIMIENTO (BIRTHPLACE)  
GUANA DIAZ, PUERTO RICO

NOMBRE DEL PADRE (FATHER'S NAME)  
JOSE ORTIZ

NOMBRE DE LA MADRE (MOTHER'S NAME)  
MARIA LAGARES

FECHA EXPEDICION (DATE ISSUED)  
27 OCT 2014

ESTE ES UN ABSTRACTO DEL CERTIFICADO DE DEFUNCION OFICIALMENTE INSCRITO EN EL REGISTRO DEMOGRAFICO DE PUERTO RICO BAJO LA AUTORIDAD CONFERIDA POR LA LEY 24 DEL 22 DE ABRIL DE 1931

THIS IS AN ABSTRACT OF THE RECORDS FILED IN THE DEMOGRAPHIC REGISTRY OF PUERTO RICO ISSUED UNDER THE AUTHORITY OF LAW 24, APRIL 22, 1931

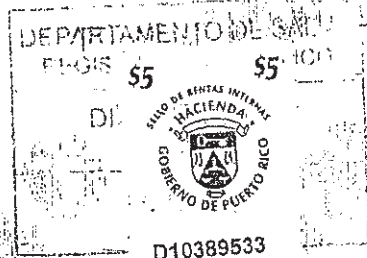
SECRETARIO DE SALUD  
(SECRETARY OF HEALTH)

DIRECTOR REGISTRO DEMOGRAFICO  
(STATE REGISTRAR)

**ADVERTENCIA/WARNING: No es válido sin la presencia de la Marca de Agua**  
Not valid without seen Watermark  
Cualquier alteración o borradura cancela esta Certificación  
Void if altered or Erased

Rev. 3/13

**NO ES VALIDO SI SE A**  
VOID IF ALTERED



**UNITED STATES DEPARTMENT OF AGRICULTURE  
FARM SERVICE AGENCY**

654 Muñoz Rivera Avenue  
654 Plaza Suite #829  
San Juan, PR 00918

Borrower: Ortiz Lagares, Jaime

Case No: 63-033-3044

***CERTIFICATION OF INDEBTEDNESS***

I, Carlos J. Morales, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the *Farm Service Agency*, United States Department of Agriculture (USDA), state that:

- The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

***Statement of Account as of July 8, 2020***

Loan Number	43-03
Note Amount	\$ 178,800.00
Original Note Date	2/19/1997
Date of Last Payment	12/28/2007
Principal Balance	\$ 175,800.09
Unpaid Interest	\$ 113,866.70
Misc. Charges	\$ -
Total Balance	\$ 289,666.79
Daily Interest Accrual	\$ 18.0617
Amount Delinquent	\$ 289,666.79
Years Delinquent	Fully matured

Loan Number	43-04
Note Amount	\$ 300,000.00
Original Note Date	9/9/1999
Date of Last Payment	None
Principal Balance	\$ 251,848.08
Unpaid Interest	\$ 164,123.87
Misc. Charges	\$ -
Total Balance	\$ 415,971.95
Daily Interest Accrual	\$ 25.8748
Amount Delinquent	\$ 415,971.95
Years Delinquent	Fully matured

- The information in the above Statement of Account in affiant's opinion is a true and correct statement of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.



Digitally signed by CARLOS MORALES (Affiliate)  
DN: c=US, o=U.S. Government, ou=Department of  
Agriculture,  
0.9.2342.19200300.100.1.1=12001003816118,  
cn=CARLOS MORALES (Affiliate)  
Date: 2020.07.08 11:29:48 -04'00'  
Adobe Acrobat version: 2020.009.20063

Carlos J. Morales Lugo

LRTF Contractor

July 8, 2020

# District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

Plaintiff(s)

V.

JAIME ALBERTO ORTIZ PAGAN, et als.

Defendant(s)

Civil Action No.

## FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JAIME ALBERTO ORTIZ PAGAN a/k/a JUAN ALBERTO ORTIZ PAGAN  
Bo. Collores Street  
Road 512 Km. 3.8  
Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

JAIME ALBERTO ORTIZ PAGAN, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* JAIME LUIS ORTIZ PAGAN  
Bo. Collores Street  
Road 512 Km. 3.8  
Juana Diaz, PR 00795

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MARIA ANTONGIORGI-JORDAN, ESQ.  
CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_ .

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

☐ I returned the summons unexecuted because \_\_\_\_\_ ; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America,  
acting through the  
United States Department of Agriculture

\_\_\_\_\_  
*Plaintiff(s)*

v.

JAIME ALBERTO ORTIZ PAGAN, et als.

\_\_\_\_\_  
*Defendant(s)*

Civil Action No.

FORECLOSURE OF MORTGAGE

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* UNITED STATES OF AMERICA  
c/o United States Attorney  
Suite 1201, Torre Chardón, 350 Chardón Street  
San Juan, Puerto Rico 00918

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

JUAN CARLOS FORTUÑO FAS  
P.O. BOX 3908  
GUAYNABO PR 00970

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*MARIA ANTONGIORGI-JORDAN, ESQ.*  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE***(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
 was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
 \_\_\_\_\_, a person of suitable age and discretion who resides there,  
 on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
 designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
 \_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0 \_\_\_\_\_.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

☒ Ordinary Civil Case

☐ Social Security

☐ Banking

☐ Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

☐ Yes

☒ No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

☐ Yes

☒ No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

☐ Yes

☒ No

Date Submitted:

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

---

---

**I. (a) PLAINTIFFS**

UNITED STATES OF AMERICA

**(b)** County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (*Firm Name, Address, and Telephone Number*)  
**Juan C. Fortuño Fas**  
 Po Box 3908, Guaynabo, PR 00970  
 Tel. 787-751-5290

## DEFENDANTS

JAIME ALBERTO ORTIZ PAGAN, et als.

County of Residence of First Listed Defendant Ponce, P.R.  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☒ 1 U.S. Government Plaintiff

☐ 3 Federal Question  
(U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated <i>or</i> Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated <i>and</i> Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** *(Place an "X" in One Box Only)*

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>			
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

### V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding      ☐ 2 Removed from State Court      ☐ 3 Remanded from Appellate Court      ☐ 4 Reinstated or Reopened      ☐ 5 Transferred from Another District (specify)      ☐ 6 Multidistrict Litigation - Transfer      ☐ 8 Multidistrict Litigation - Direct File

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (*Do not cite jurisdictional statutes unless diversity*):  
Consolidated Farm & Development Act, 7 USC 1921, et seq. & 28 USC 1345

Brief description of cause:

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION  
UNDER RULE 23, F.R.Cv.P.

**DEMAND \$**  
705,638.74

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**      ☐ Yes      ☒ No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE \_\_\_\_\_

SIGNATURE OF ATTORNEY OF RECORD

12/28/2020

s/Juan Carlos Fortuño Fas

**FOR OFFICE USE ONLY**

RECEIPT #

AMOUNT

## APPLYING IFP

JUDGE

MAG. JUDGE